

TWwi

Tradewise

Private Car
Policy Document

Marketline





Thank **You** for choosing to place your Private Car Policy with **Us**.

This is your **Document of Insurance**. It contains your **Schedule** and **Certificate of Motor Insurance**. Please keep them in a safe place.

We have tried to simplify this document by using so called “Plain English”. It has also been structured in a way which should make it easy to follow.

Please examine this document and the enclosures. If any detail is incorrect, please return it to your broker / intermediary, advising them of the changes required.

CONTENTS

	PAGE
PRIVATE CAR POLICY DOCUMENT	1
DEFINITION OF WORDS	2
EXTENT OF COVER	3
SECTION 1	
LIABILITY TO OTHERS	4
EXCEPTIONS TO SECTION 1	5
SECTION 2	
LOSS OR DAMAGE TO YOUR CAR	6
EXCEPTIONS TO SECTION 2	6 – 7
SECTION 3	
WINDSCREEN/WINDOW GLASS	8
EXCEPTIONS TO SECTION 3	9
SECTION 4	
PERSONAL ACCIDENT BENEFITS	8
EXCEPTIONS TO SECTION 4	9
SECTION 5	
PERSONAL EFFECTS	8
EXCEPTIONS TO SECTION 5	9
SECTION 6	
NO CLAIM BONUS	9 - 10
EXCEPTIONS TO SECTION 6	11
SECTION 7	
TERRITORIAL LIMITS & FOREIGN USE	10
CONDITIONS APPLICABLE TO SECTION 7	11
EXCEPTIONS TO SECTION 7	11
GENERAL EXCEPTIONS	12 - 13
GENERAL CONDITIONS	14 – 17
DATA PROTECTION	18 – 19
ENDORSEMENTS	19 – 22
ALTERATIONS TO YOUR INSURANCE	23
IMPORTANT INFORMATION	24
COMPLAINTS PROCEDURE	25
REGULATORY INFORMATION	25

PRIVATE CAR POLICY DOCUMENT

This **Document of Insurance** sets out the terms of the contract of Insurance made between the **Insurer** and the **Policyholder**.

The information and statements provided in the Proposal Form, Statement of Fact or Declaration which the **Policyholder** has made have been relied upon by the **Underwriters** in entering into this contract of Insurance.

The parties to this **Document of Insurance** are **You** and **Us**. Nothing in this **Document of Insurance** shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this **Document of Insurance**, nor any supplemental or ancillary agreement shall create any 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.

UK law allows both **You** and **Us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to your address as shown in the **Schedule**. If there is any dispute as to which law applies it will be English law.

The **Insurer** has agreed to insure the **Policyholder** subject to the terms conditions and exceptions contained in this **Document of Insurance** or any **Endorsement** against any such liability loss or damage that may occur and is directly sustained in connection with the **Insured Vehicle** shown in the **Schedule** during any period of Insurance for which the **Policyholder** has paid or agreed to pay the premium.

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.

DEFINITION OF WORDS

Whenever they appear in this **Document of Insurance** the following words carry the same meaning whether or not they commence with a capital letter.

Insurer/We/Us/Underwriters	Tradewise Insurance Company.
You/the Insured/Policyholder	The person named in the Schedule of Insurance who has been a UK resident for at least 36 months prior to the inception of the policy or the date of inclusion/addition to the Policy.
Your Car/Insured Vehicle	The motor car, being driven or used within any licencing or regulatory requirements including its standard accessories/spare parts and the manufacturer's standard fitted audio equipment or other similar equipment.
Document of Insurance	This document, including the Schedule .
Schedule	The Schedule to this Document of Insurance , containing details of the Policyholder , the premium paid, the period of Insurance, the Insured Vehicle and cover provided. It may be replaced by an amended Schedule when there is a change in any details or terms.
Endorsement	A change of or amendment to the terms of this Insurance.
Market Value	The replacement value of the same make and model of car of a similar age and condition and history as determined by reference to vehicle value publications.
Excess	The first part of any claim for which the Policyholder is responsible.
Certificate of Motor Insurance	The certificate required by law to certify the existence of the minimum compulsory Insurance. For full details of the Insurance cover, refer to the Document of Insurance .
Road	Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document.
Accident	Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.
Licence	Shall mean a full UK or European Union driving licence held for a minimum of 24 months with entitlement to drive meeting the relevant categories of the Insured Vehicle . The licence shall remain continuous throughout the duration of the policy
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 it legal obligations under this contract.

EXTENT OF COVER

The cover provided by this **Document of Insurance** is shown in the current **Schedule** and determines which Sections of this **Document of Insurance** apply.

RISK INSURED

SECTIONS WHICH ARE APPLICABLE

Comprehensive (COMP)

All Sections.

Third Party, Fire & Theft (TPF&T)

Sections 1, 2 (but solely in respect of damage or loss by Fire or Theft), 6 and 7 ONLY.

Third Party Only (TPO)

Sections 1, 6 and 7 ONLY.

SECTION 1

LIABILITY TO OTHERS

A. Your own liability

We will indemnify **You** against liability at law for damages or Claimant's law costs in respect of death or bodily injury to any person or damage to any property as a result of any **Accident** involving:

- 1) **Your Car**
- 2) Any other private motor car being used by **You** with the permission of the owner, which does not belong to **You** and is not hired to **You** under a Hire Purchase Agreement.

B. Other persons' liability

In the same way as **You** are insured, **We** will insure:

- 1) Anyone **You** allow to drive or use **Your Car** PROVIDED this is permitted by your **Schedule** and/or **Certificate of Motor Insurance**.
- 2) Any passenger travelling in or getting into or out of **Your Car**.
- 3) Your employer or business partner while **You** are driving or using **Your Car** on his/her business PROVIDED this is permitted by your **Schedule**.

C. A legally appointed representative

Following the death of anyone insured under this Insurance, **We** will indemnify that person's legal representative for any liability Incurred by that person under the terms and conditions of this Insurance.

D. Medical treatment

We will pay for medical treatment as required by the Road Traffic Act resulting from any **Accident** involving any **Insured Vehicle**.

E. Legal fees and expenses

We will pay, provided **We** have given our written consent;

- 1) Legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person insured under this Insurance.
- 2) Solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the **Accident**.
- 3) Legal expenses up to £1,000 in respect of any proceedings taken against any person insured under this Insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the **Accident**.

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 and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the **Document of Insurance** and any **Endorsements**.

F. Towing

We will also insure **You** while any trailer, caravan or disabled mechanically propelled vehicle is being towed by the **Insured Vehicle** (other than for hire or reward).

EXCEPTIONS TO SECTION 1

The Insurance does not cover:

- 1)
 - a) Liability for the death of, or injury to, or damage to the property of, any person arising out of or in the course of their employment by anyone **We** cover under this Insurance, other than as required by the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles (No.90/232/EEC).
 - b) Liability incurred by anyone entitled to protection under the liability section of any other Insurance.
 - c) Liability beyond the minimum requirements of the Road Traffic Act for loss or damage to any car or property belonging to, or in the care of, anyone entitled to claim protection under this Insurance.
- 2) **Underwriters** liability in respect of loss or damage to property is limited to £20,000,000 (Twenty Million Pounds) in respect of any one **Accident** or occurrence or series of occurrences arising out of one event.
- 3)
 - a) Sub sections A.2 will not apply when the **Insured Vehicle** is no longer owned by or the responsibility of the **Policyholder** or when the **Insured Vehicle** is declared a total loss.
 - b) Sub sections A.2 and B.3 are NOT applicable if the Insurance is not issued in the name of an individual.
- 4) Fines, penalties, punitive or exemplary damages.

SECTION 2 LOSS OR DAMAGE TO YOUR CAR

If **Your Car** is damaged or stolen and provided all reasonable precautions are taken, **We** will, at our option:

- a) Pay the reasonable cost of repairing any damage to **Your Car** within its **Market Value**
- OR** b) Pay an amount in cash equivalent to the value of any loss or damage to **Your Car**
- OR** c) Pay the cost of replacing the **Insured Vehicle** or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming the **Underwriters** property;

We will pay the reasonable cost of taking **Your Car** to the nearest suitable repairer and, after repair, to your address as shown in the **Schedule**.

If **Your Car** is over three years old **We** may, at our option, decide to fit replacement parts which have not been made by the car's Manufacturer but which are of a similar standard.

The maximum amount payable for any one incident will not exceed the **Market Value** of the **Insured Vehicle** at the date of the loss or damage. If settlement is made for the **Market Value** of the **Insured Vehicle** the remains of the **Insured Vehicle** will become the property of the **Underwriters** for disposal in accordance with the Motor Conference code of practice or any other regulation or legislation applying at the time of such loss.

If the car belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of the car will normally be made to the car's legal owners.

If **You** have a cherished or personal number plate that **You** wish to retain **You** must 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 and **You** will be responsible for the appropriate fee. If **You** intend to apply to retain the number plate **We** must be notified immediately and **We** will require the replacement vehicle registration mark as soon as it is provided to **You**. If **We** are not notified IMMEDIATELY of the intention to retain the number plate **We** will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

EXCEPTIONS TO SECTION 2

The Insurance does not cover:

- 1) Wear, tear and depreciation or that part of the cost of repair which improves **Your Car** beyond its condition before the loss or damage occurred.
- 2) Any perceived loss in value of **Your Car**.
- 3) Loss of use, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 4) Damage to tyres unless this results from an **Accident to Your Car**.
- 5) More than the Manufacturer's latest list price of any part or standard accessory.
- 6) Any amount in respect of any part of the **Insured Vehicle** in excess of the price shown for the same in the manufacturer's last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 7) Any other consequential loss.

- 8) Loss of or damage to radio telephones, television equipment or two-way radio transmitters or receivers.
- 9) Loss or damage to the **Insured Vehicle** arising from it being impounded as a result of a road traffic **Accident** or vehicle licence offence or Customs & Excise offence or for any penalties imposed because of the incorrect disposal of the **Insured Vehicle** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where **Underwriters** did not retain the salvage for disposal.
- 10) Any additional damage resulting from the **Insured Vehicle** being moved by **You** after an **Accident**, fire or theft.
- 11) Loss of or damage to **Your Car** or its contents arising from theft or attempted theft if the car has not been secured by means of the door and boot locks or if the windows or any form of sliding roof or removable panel roof or hood have been left open or unlocked.
- 12) Any loss suffered through the obtaining of property by deception, fraud or trickery.
- 13) Any loss or damage arising from theft or attempted theft whilst the ignition keys of **Your Car** have been left in or on **Your Car**.
- 14) The loss of or damage to keys belonging to **Your Car** or for the replacement of locks following the loss of keys.
- 15) 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, Friend or member of their families.

Any payment will be limited to the cost of repairs or, if stolen or beyond repair, to the value at the time of the loss or **Accident**.

IN ADDITION TO THE PREVIOUS EXCEPTIONS, THE FOLLOWING EXCEPTIONS AND CONDITIONS ALSO APPLY IF THE LOSS IS THE RESULT OF:

A. Accidental Damage

The Insurance does not cover the first part of each claim (**Excess**) if **Your Car** is damaged (other than by Fire or Theft) and each and every occurrence of Loss of or damage (other than by Fire or Theft). The amount of such **Excess** is specified in the **Schedule**.

This clause operates in addition to any other **Excess** applying.

B. Fire or Theft

The Insurance does not cover the first part of each claim (**Excess**) if **Your Car** is damaged or lost as a result of fire, lightning, explosion, theft or attempted theft. The amount of such **Excess** is specified in the **Schedule**

This clause operates in addition to any other **Excess** applying.

C. Young or Inexperienced Drivers

The Insurance does not cover the first part of each claim (**Excess**) if **Your Car** is damaged whilst being driven by or in the charge of for the purposes of being driven, a young or inexperienced person, the amount of **Excess** will be as follows: (in addition to any **Excess** as shown on your **Schedule**)

Driver/Person in Charge	Amount
Age 21 to 24 inclusive	£250
Has held a Licence to drive a vehicle of the same class for less than 12 months	£250

D. Towing

The Insurance does not cover accidental damage, fire or theft in respect of damage to the towed trailer, caravan or disabled mechanically propelled vehicle or property being conveyed by such vehicle.

SECTION 3 WINDSCREEN / WINDOW GLASS

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

We may use parts that have not been supplied by the original manufacturer. If **You** insist upon parts supplied by the original manufacturer, **You** 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, **We** will only be responsible for one pane of glass under this section of the policy.

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

Any payment made solely under this Section will not affect your No Claim Bonus (See Section 6) provided no other damage has been sustained to **Your Car**.

Call either Nationwide Windscreen Services on 0845 373 0190 or Auto Windscreens on 0800 443 399. You will need to produce your Certificate and Schedule of Insurance.

SECTION 4 PERSONAL ACCIDENT BENEFITS

If **You** and/or your wife or husband is accidentally injured and the **Accident** occurs in direct connection with **Your Car** or when travelling in, or getting into or out of, any other car (other than a hired car), **We** will pay £1,500 if, within 13 weeks of the **Accident**, the injury is the sole cause of:

- a) Death
- OR** b) Loss of any limb
- OR** c) Irrecoverable loss of all sight in one or both eyes.

The maximum amount payable in any one period of Insurance is £1,500 and payment will be made direct to the injured person or to their legal representative.

If **You** or your wife or husband holds any other Motor Insurance issued by **Us**, payment will be made under one Insurance only.

SECTION 5 PERSONAL EFFECTS

We will pay **You** (or, at your request, the owner) for loss or damage to rugs, clothing or personal effects caused by fire, theft or accidental means whilst they are in or on **Your Car**.

The maximum amount payable for any one incident is £100.

EXCEPTIONS TO SECTION 3

The Insurance does not cover:

- a) The first £75 of each claim (**Excess**) if the windscreen / window glass is replaced. This **Excess** will not apply if the windscreen/window glass is repaired rather than replaced.
- 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.

EXCEPTIONS TO SECTION 4

The Insurance does not cover:

- a) Anyone under the age of 21 at the date of the **Accident**.
- b) Anyone over the age of 70 at the date of the **Accident**.
- c) Any intentional self-injury, suicide or attempted suicide.
- d) Death or bodily injury while under the influence of drink or drugs.
- e) Further loss of or injury to any limb or eye which was defective prior to any **Accident** covered by this Insurance.

This Section is NOT applicable if the Insurance is not issued in the name of an individual.

EXCEPTIONS TO SECTION 5

The Insurance does not cover:

- a) Money, credit/charge cards, stamps, tickets, jewellery, portable audio and/or TV equipment, compact discs, cassettes, cameras, digital video disks (DVDs), documents or securities.
- b) Mobile telephones, office and/or business equipment, trade goods or samples.
- c) Computers and/or their components and/or their attachments and portable electronic equipment.
- d) Property insured under any other Insurance.
- e) Theft of property, if carried in an open top or convertible car.

SECTION 6 NO CLAIMS BONUS

Provided no claim or incident has occurred or remains outstanding from the current period of insurance, when renewing your policy **We** will increase your No Claims Bonus, by 1 year in line with the scale shown below:

- 1 Year = 30%
- 2 Years = 40%
- 3 Years = 50%
- 4 Years = 60%
- 5 Years = 65% (Maximum)

STEP BACK PROCEDURE

In the event of one claim occurring during the current period of insurance, your No Claims Bonus will be reduced by 2 years

In the event of 2 or more claims occurring during the same period of insurance your No Claims Bonus will revert to zero

PROTECTED NO CLAIMS BONUS

If **You** are eligible and your Insurance incorporates the Protected No Claims Bonus option and the correct Endorsement appears on the **Schedule**, the following terms and condition apply: Your No Claims Bonus will not be prejudiced by a single claim in any one Period of Insurance or any two claims occurring in any two consecutive Periods of Insurance. Note: **We** will not increase your No Claims Bonus by 1 year as **You** will not have been claim free.

No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance may increase following an accident even if **You** are not at fault.

SECTION 7 TERRITORIAL LIMITS & FOREIGN USE

A) Territorial Limits

This document applies in respect of **Accidents** occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.

B) Foreign Use

The **Underwriters** will provide the full Document Cover for a maximum period of 30 days in any Insurance year whilst the **Insured Vehicle** is being used in or transported by rail, sea or air between the countries listed below:

- 1) Any member of the European Union.
- 2) Any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of the EU Directives on Insurance.

CONDITIONS APPLICABLE TO SECTION 7

- 1) The **Insured Vehicle** must be taxed and registered in the UK.
- 2) Your main permanent home must be in the UK.
- 3) Your visit abroad is only temporary.
- 4) **You** must notify **Us** before your journey abroad.

The **Underwriters** will indemnify the **Policyholder** average contribution, salvage, sue and labour charges incurred and any customs duty arising out of the transportation of the **Insured Vehicle** by sea.

Provided always that:

- 1) Such **Insured Vehicle** is insured against loss or damage by Section 2 of this **Document of Insurance**.
- 2) The contribution relates to the value of such **Insured Vehicle** as agreed and shown in the **Schedule**.
- 3) **Underwriters** shall not be liable for Custom or Excise Duties or charges.

EXCEPTIONS TO SECTION 6

1. Your No Claims Bonus or Protected No Claims Bonus will not be reduced / affected if a claim relates only to broken windscreen / window claims (see Section 3) or solely Medical Treatment (Section 1 D)
2. Claims open for investigation will be prejudicial to your No Claims Bonus or Protected No Claims Bonus. **We** may waiver this right in the certain instances.
3. Claims where **We** make an unrecoverable payment will be prejudicial to your No Claims Bonus or Protected No Claims Bonus. **We** may waiver this right in the certain instances.
4. A No Claims Bonus is not earned if the Period of Insurance is less than twelve months.
5. Your No Claims Bonus or Protected No Claims Bonus is not transferrable or assignable to anyone else.
6. In order to initially qualify for Protected No Claims Bonus, **You** must not have had any at fault claims within the last 3 years (other than Windscreen Claims). **We** will not honour another Insurers Protected No Claims Bonus where at fault or unsettled incidents have occurred.
7. If your Insurance incorporates the Protected No Claims Bonus **Endorsement** it does not cover the first £50 of each claim (**Excess**) for Accidental Damage, Vandalism / Malicious Damage, Fire or Theft. This clause operates in addition to any other **Excess** applying.

EXCEPTIONS TO SECTION 7

This Insurance does not cover:

- 1) Driving other vehicles even if stated on your **Certificate of Motor Insurance**.
- 2) The **Insured Vehicle** unless it is being used for purposes described in the **Certificate of Motor Insurance** and **Schedule**.

GENERAL EXCEPTIONS

This Insurance does not cover:

- 1) Any liability, injury, loss or damage while the **Insured Vehicle** is being driven or used
 - a) For purposes not permitted or defined by the **Certificate of Insurance** and **Schedule**.
 - b) By anyone who does not hold a **Licence** to drive the **Insured Vehicle** or anyone who has held but is currently disqualified from holding or obtaining such a **Licence**.
 - c) By anyone not permitted to drive by your **Certificate of Insurance, Schedule** or excluded by **Endorsement**.
 - d) In an unsafe condition.
- 2) Anyone who fails to fulfil the terms and conditions of this Insurance.
- 3) Any liability, injury, loss or damage while the **Insured Vehicle** is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as specified in Section 7.
- 4) Earthquake, or any loss arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, 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, except so far as is necessary to meet the requirements of the Road Traffic Act.
- 5) Riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- 6)
 - a) Loss or destruction of or damage to any property or any resulting loss or
 - b) Expense of any other consequential loss any legal liability directly or indirectly caused by, attributable to, or arising from
 - I. Ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - II. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 7) Any **Accident**, injury, loss, damage or liability when any car covered by your **Document of Insurance** is in an area of an aerodrome, airport, airfield or military establishment that is used for:
 - a) Take off and landing of aircraft, or movement of aircraft on the ground.
 - b) Aircraft parking, including the associated service roads, refuelling areas, ground equipment parking areas, hangars and maintenance areas.
- 8) **Your Car** whilst being kept or used without a current Department of Transport test (M.O.T.) certificate if one is needed.
- 9) **You** or anyone acting on your behalf knowingly making a claim which is false or fraudulent in any way, then **We** will not pay any part of the claim and all cover provided and premium paid will be forfeited.

GENERAL EXCEPTIONS

- 10) Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 11) Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 12) **Underwriters** are to have no liability for or in respect of any sum other than those payable under the Policy.
- 13) Any intentional damage to any property or the death or injury to any person caused by or incurred with the consent or connivance of the **Policyholder** or employees of the **Policyholder**.
- 14) Any liability whatsoever arising out of the deliberate use of the **Insured Vehicle**:
 - a) To cause damage to other vehicles or property and/or
 - b) To cause injury to any person and/or to put any person(s) in fear of injury.
- 15) Any proceedings brought against **You** outside the UK, unless they result from an incident involving **You** and **Your Car** in a country which **We** have agreed to extend this Insurance to cover (See additional cover under Section 7 - Territorial Limits & Foreign Use).
- 16) 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.
- 17) The **Insured Vehicle** being used on any form of race track or off-road activity.
- 18) Any loss, damage or liability while the **Insured Vehicle** is being driven by, or is in the charge of, the person(s) covered under this Insurance if they are or have been convicted of a drink/drugs offence, or it is proven to the satisfaction of the **Underwriters** that they were under the influence of drink/drugs at the material time.

GENERAL CONDITIONS

We will provide the cover described in this Insurance provided the following conditions are met:

1) Condition Precedent

The **Underwriters** will only be liable to provide an indemnity or make payment under this contract of Insurance if:

- a) Any person claiming indemnity or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the **Document of Insurance** and any **Endorsements**;
- b) The **policyholder** has taken all reasonable care to ensure that the information provided (including details of other drivers to be covered under this policy) is true and all questions have been answered to the best of the Insured's knowledge, with reasonable care and accuracy.
- c) The **Insured Vehicle** is being driven in accordance with the terms of the **Certificate of Motor Insurance**; and
- d) The **Insured Vehicle** is being used in accordance with the **Certificate of Motor Insurance**.

2) Care of Your Car

You must ensure that **Your Car** is maintained in a safe and roadworthy condition in accordance with the manufacturer's recommendations and take all reasonable precautions to protect **Your Car** from loss or damage. When **Your Car** is unoccupied **You** must remove all ignition keys, lock all doors, close all windows, activate any security devices that may be fitted and take all other steps necessary for protecting it. **We** require **You** to allow our duly authorised representative free access at all reasonable times to examine **Your Car**.

3) Claims and Proceedings

- a) Full details of any incident which may result in a claim under this Insurance shall be reported to the **Underwriters** as soon as reasonably possible using the 24 hour free phone claims line **0800 205 5513**.
- b) Every writ, summons, legal process or other communication in connection with any such incident shall be forwarded to the **Underwriters** immediately upon receipt.
- c) A fully completed report form and driving entitlement consent form (D796) must be returned to **Us** upon request. Failure to do so may result in the cancellation of the policy.
- d) The **Underwriters** shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
- e) The **Underwriters** shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
- f) No admission of liability or offer or promise of payment shall be made without the **Underwriters** written consent;
- g) The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;

GENERAL CONDITIONS

- h) In the event of damage to the **Insured Vehicle** which is covered by this Insurance, the **Underwriters** or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;
- i) In the event of a claim being settled on a total loss basis;
 - i) **Underwriters** 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.
 - ii) The remains of the **Insured Vehicle** will become the property of **Underwriters** for disposal in accordance with the Motor Conference Code of Practice or any other regulation or legislation applying at the time of such damage.
- j) The **Underwriters** 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;
- k) The **Underwriters** 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 cooperation in relation thereto.
- l) Any increased compensation and/or costs incurred due to failure and/or late notification of any incident may result in reimbursement of those costs from **You**.

4) Other Insurance

If any loss, damage or liability covered by this Insurance is also covered by any other Insurance, **We** will pay only our share of any claim. This condition does not apply to Personal Accident benefits (see Section 4).

5) Arbitration

Where a claim has been accepted but there is disagreement over the amount due, the matter will be referred to an arbitrator agreed by the parties in accordance with statutory provisions. If this occurs, an award must be made before any proceedings can be started against **Us**.

6) Instalment Premiums

- (a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the **Policyholder** to the provider of the finance (referred to hereafter as the Finance Company) the **Underwriters** may at their option deduct all or any part of the sums outstanding between the **Policyholder** and Finance Company from any claims settlement due in respect of a loss under this **Document of Insurance**, provided the sum thereby deducted is paid directly by the **Underwriters** to the Finance Company.

GENERAL CONDITIONS

- (b) Where the **Underwriters** or their duly appointed agent have agreed to the payment of premium(s) by instalments, if any instalment is not received on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the **Underwriters** or their duly appointed agent giving written notice of non payment this **Document of Insurance** will be cancelled immediately upon the expiry of such notice.
- (c) **The Underwriters** may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **Document of Insurance**.

7) Replacement Car

You must notify **Us** immediately if **You** acquire a replacement car, otherwise **We** reserve the right to refuse to make any payment against any claim under this Insurance (except so far as is necessary to comply with compulsory Motor Insurance Legislation).

YOU ARE REMINDED THAT; This Insurance applies solely to the **Insured Vehicle** detailed in the **Schedule**.

8) Cooling off Period

This section is applicable to retail customers (as advised by the Insurance Broker through whom **You** arranged this Insurance) only; once **You** have entered into the Insurance contract with **Us**, **You** are entitled to a period of reflection during which **You** may decide whether to proceed with the purchase of the Insurance Contract. The duration of this period of reflection is 14 days and commences from either:

- a) The day of conclusion of the Insurance Contract; or
- b) The day on which **You** receive the full terms of the Insurance Contract detailing the terms, conditions and information about the contract, whichever is the later.

You should serve notice of cancellation to the Insurance Broker through whom **You** arranged this Insurance, at the Broker's contact address.

Charging

Cancellation within the 14 day cooling off period – Provided there has been no loss or incident likely to give rise to a claim you will be charged £25 plus Insurance Premium Tax or a pro-rata charge based upon the time on risk, whichever is the greater.

GENERAL CONDITIONS

9) Cancellation

You may cancel this Insurance at any time. The cancellation will be effective from the date the request is received by **Us** or our authorised broker and the appropriate refund of premium will be calculated in accordance with our published short-period rates as shown below. Any refund will be subject to no claim having been made in the current period of insurance.

SHORT PERIOD RATES

Period not Exceeding	Proportion of Annual Premium Returned
1 Month	75%
2 Months	70%
3 Months	50%
4 Months	40%
6 Months	30%
8 Months	10%
Over 8 Months	Nil

Please note: - A minimum premium of £25.00 plus Insurance Premium Tax will apply.

We, or your authorised broker/intermediary, may cancel this Insurance at any time by sending seven days notice by Recorded Delivery to the last known address on our records. A pro rata refund of premium for the remainder of the period of Insurance will be allowed provided that there has not been a loss or **Accident** likely to give rise to a claim where costs have been or will be incurred.

10) Personal Contract

This Insurance is a personal contract with **You** and is not transferable for any reason.

11) English Law

Unless it has been specifically agreed to the contrary this Insurance will be subject to English Law.

12) Administration Fees

Underwriters reserve the right to apply a fee for each mid-term amendment carried out on the Insurance in addition to any premium adjustment that results.

13) False Declaration

This **Document of Insurance** may be subject to, an increase in premium, change in terms and conditions or may be void and of no effect, if:

- The proposal or declaration / statement of fact or any supporting documents are false or untrue in any material respect.
- The **Policyholder** makes a claim that is fraudulent or deliberately exaggerated
- The **Policyholder** has made a false statement in support of any such claim.
- The circumstances in which the **Policyholder** entered into the insurance are altered without the **Underwriters** consent.

Please note:- the **Company** will retain the full annual premium if the policy is voided as a result of fraud.

DATA PROTECTION

This document contains important information relating to the information (Data) given to the **Insurer** and provides a brief summary of why it is needed, what the **Insurer** 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 **Insurer** will use a **Data Subjects** information to:

- Make a decision on whether or not the **Insurer** 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 **Insurer** 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 **Insurer**.

The **Insurer** 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 **Insurer** receives 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 **Insurer** 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 **Insurers** 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 **Insurer** 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

ENDORSEMENTS

The terms, exceptions or conditions of this Insurance may be varied by any **Endorsement** if specified in the **Schedule**. Unless the details specified in the **Schedule** restrict its application, the **Endorsement** will apply overall.

The following **Endorsements** are only applicable if stated in the **Schedule** or if made applicable subsequently.

PC1 ACCIDENTAL DAMAGE EXCESS

The Insurance does not cover the first part of each claim (**Excess**) if **Your Car** is damaged (other than by Fire or Theft) and each and every occurrence of Loss of or damage (other than by Fire or Theft). The amount of such **Excess** is specified in the **Schedule**

This clause operates in addition to any other **Excess** applying.

PC2 FIRE AND THEFT EXCESS

The Insurance does not cover the first part of each claim (**Excess**) if **Your Car** is damaged or lost as a result of fire, lightning, explosion, theft or attempted theft. The amount of such **Excess** is specified in the **Schedule**

This clause operates in addition to any other **Excess** applying.

PC3 FOREIGN USE EXCESS

Underwriters 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 Territorial Limits, subject to such use being approved by the **Underwriters** and an International Motor Insurance Certificate (Green Card) being in force.

- PC4** **ADDITIONAL EXCESS**
Underwriters shall only be liable for the amount in **Excess** of the first £ (the amount shown in the **Schedule**) in respect of each and every occurrence of loss or damage to any one **Insured Vehicle**.
- This **Endorsement** operates independently of and in addition to any other **Excess** clause or **Endorsement** which may be applied or which may be contained in this **Document of Insurance**.
- PC5** **TRAILERS**
The cover afforded by Section 2 of the **Document of Insurance** extends to apply to a single trailer whilst attached to or accidentally detached from any **Insured Vehicle**.
- PC7** **EXCLUDING DRIVERS AGED UNDER 25/24 MONTHS EXPERIENCE**
Underwriters shall not be liable to indemnify under this Insurance in respect of any liability, loss or damage arising or occurring whilst the **Insured Vehicle** is being driven by or in charge of:-
- a) Any person who is under the age of 25 or;
 - b) Any person with less than 24 months driving experience since obtaining a permanent **Licence** in the UK or EU to drive a vehicle of the same class as such Motor Vehicle.
 - c) Any person over the age of 80.
- PC8** **TPF&T 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 **Certificate of Insurance** giving effect to the application of this **Endorsement** only Section 1, 2 (in respect of Fire & Theft only) 6 and 7 are applicable.
- PC9** **THIRD PARTY ONLY 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** only sections 1, 6 and 7 are applicable.
- PC12** **IMMOBILISER WARRANTY**
Underwriters will not be liable to indemnify in respect of loss or damage consequent upon the theft of any **Insured Vehicle** unless the **Insured** is able to demonstrate by independent evidence that the same was at the time of such theft fitted with a category 1 immobilising system (as categorised by the Motor Insurance Repair Research Centre) and the said system was in active operation at all times when the **Insured Vehicle** was left unattended.

PC13**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 Insurance 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.

PC16**PROTECTED NO CLAIM DISCOUNT**

No Claim bonus is deemed to be "Protected" as defined in Section 6

PC18**SOCIAL, DOMESTIC AND PLEASURE**

This Insurance does not operate if the **Insured Vehicle** is being used for:

- a) Purposes other than Social, Domestic and Pleasure purposes and journeys between home and normal place of business (provided business calls are not made on the journey).
- b) Carriage of passengers / goods for Hire or Reward or for hiring, racing, competitions, rallies or trials or for any business purposes.

PC19**SOCIAL, DOMESTIC AND PLEASURE AND LIMITED BUSINESS USE BY THE INSURED**

This Insurance does not operate if the **Insured Vehicle** is being used for:

- a) Purposes other than Social, Domestic and Pleasure purposes and by the **Insured** in person in connection with the business of the **Insured** or the **Insured's** employer or partner.
- b) Carriage of passengers / goods for Hire or Reward or for hiring, racing, competitions, rallies or trials or for commercial travelling or any purpose in connection with the Motor Trade.

PC20**SOCIAL, DOMESTIC AND PLEASURE AND LIMITED BUSINESS USE**

This Insurance does not operate if the **Insured Vehicle** is being used for:

- a) Purposes other than Social, Domestic and Pleasure purposes and the business of the **Insured** or the **Insured's** employer or partner.
- b) Carriage of passengers / goods for Hire or Reward or for hiring, racing, competitions, rallies or trials or for commercial traveling or for any purpose in connection with the Motor Trade.

PC21**SOCIAL, DOMESTIC AND PLEASURE AND BUSINESS USE**

This Insurance does not operate if the **Insured Vehicle** is being used for:

- a) Purposes other than Social, Domestic and Pleasure purposes and the business of the **Insured** or the **Insured's** employer or partner.
- b) Carriage of passengers / goods for Hire or Reward or for hiring, racing, competitions, rallies or trials or for any purpose in connection with the Motor Trade.

- PC22 NAMED PERSON(S) FOR BUSINESS PURPOSES**
This Insurance extends to operate whilst the **Insured Vehicle** is being used in person by the person(s) specified in the **Schedule** in connection with their business or profession or of their employer or partner, but excluding use for commercial travelling or any purpose in connection with the Motor Trade.
- PC23 EXCLUDING TO AND FROM PLACE OF STUDY OR BUSINESS BY NAMED PERSON(S)**
Underwriters shall not be liable whilst the **Insured Vehicle** is being used for journeys to and from the place of study or business by the person(s) as specified in the **Schedule**.
- PC24 AGREED VALUE**
The **Market Value** of the **Insured Vehicle** as defined in definition of words is deemed to be the agreed value as shown in the **Schedule**.
- PC25 INDEMNITY AMENDED**
The limit of indemnity of the Section stated in the **Schedule** is amended to the amount specified in the **Schedule**.
- PC26 DELETED SECTION(S)**
Any Section or Sub-section of this Insurance as specified in the **Schedule** is deleted and deemed inoperative.
- PC27 STEREO COVER EXCLUDED**
Underwriters shall not be liable for loss of or damage to a radio, cassette player, audio equipment and the like which may be fitted to the **Insured Vehicle**.
- PC28 BOUND BY LAST PROPOSAL**
This Insurance has been granted on the basis of information contained in the last completed Proposal Form signed by **You** or Statement of Fact, together with any material changes notified to **Us**, or your Insurance Advisor.
That Proposal Form or Statement of Fact and any subsequent disclosures, therefore forms the basis of this current Insurance contract. Failure to advise **Us** of material changes as requested when this Policy was arranged could invalidate this Insurance.
- PC29 RESTRICTED MILEAGE**
It is a condition of this Insurance that the **Insured Vehicle** shall not exceed the mileage specified in the **Schedule** during any 12 month policy period.
- PC30 REGISTERED OWNER**
The **Insured Vehicle** is registered in the name of the **Policyholder** specified in the **Schedule**.
- PC31 MOTOR CARAVANS - CONTENTS EXCLUDED**
In respect of any motorised caravan type vehicles the **Underwriters** shall not be liable for:
a) Loss or damage to the contents other than the fixtures and fittings supplied by the makers and permanently fixed to the vehicle.
b) Any claim caused by fire or explosion or otherwise arising out of or attributable to any lighting, heating or cooking apparatus. **Underwriters** shall only be liable for such fixtures and fittings if the vehicle is damaged as a result of an **Accident** at the same time.
- PC32 DRIVING OF OTHER VEHICLES EXCLUDED**
Section 1A sub-section 2) deleted.

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 **Insurer** of any change of situation not declared to the **Insurer** 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 condition that should be notified to DVLA in line with their regulations, as failure to declare such information may affect the validity of your policy.

4) WARNING

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) **You** make a claim that is fraudulent or deliberately exaggerated.
- c) **You** have made a false statement in support of any such claim.
- d) The circumstances in which **You** entered into the contract are altered without the consent of the **Insurer**.

PLEASE NOTE

If **You** or anyone acting on your behalf provides **Us** 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 **Us**. The matter will be reported and recorded with the appropriate agencies and authorities and pursued in accordance with the law.

We 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 **We** 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 **Us** 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 Limited
300 Southbury Road
Enfield
Middx
EN1 1TS

Alternatively, you can email: compliance@tradewise.co.uk stating your reference.

If **You** still remain dissatisfied, **You** may refer your complaint to the

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

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

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