



Motor Insurance Policy Document for Impounded Vehicles

underwritten by

TWi
Tradewise

Thank **You** for choosing to place your motor insurance with **Us**.

This is your **Document of Insurance**. It is to be read in conjunction with your downloaded **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 together with **Your Certificate of Motor Insurance** and Policy **Schedule**.

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MOTOR VEHICLE POLICY DOCUMENT

This **Document of Insurance** is evidence of a legally binding contract of insurance between **You** (the Insured) and **Us** (Tradewise Insurance Company Limited).

This contract is entered into on the basis that **You** have taken all reasonable care to answer all questions asked honestly, accurately and to the best of **Your** knowledge and that any other information given either verbally or in writing by **You** or on **Your** behalf at the time **You** applied for insurance is also complete and has been given honestly and to the best of **Your** knowledge and belief.

The information that **You** have given to **Us** is shown on **Your** signed proposal form, or statement of fact or statement of insurance, but will also include further information given either verbally or in writing by **You** or on **Your** behalf at the time **You** applied for insurance.

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

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.

Keeping with the policy terms & avoiding misrepresentation

We will only provide the cover described in this insurance policy if **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **Endorsement**) as **far as they** can apply.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

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/the Underwriters	Tradewise Insurance Company Limited and authorised Co-Insurers, details of which are available on application.
You/the Insured/Policyholder	The person/s named in the Schedule .
Your Vehicle	The motor car, van or pick-up , including its standard accessories/ spare equipment or other similar equipment.
Document of Insurance	This document, including the Schedule .
Schedule	The Schedule to this document, containing details of the Policyholder , the premium paid, the period of insurance, the Insured Vehicle and cover provided.
Endorsement	A change of or amendment to the terms of this insurance.
Market Value	The replacement value of the same make and model of vehicle 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.

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
Third Party Only (TPO)

SECTIONS WHICH ARE APPLICABLE
1,7

YOUR COVER

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 an **Accident** involving:

1) **Your Vehicle** which **We** have agreed to insure.

B. Other persons' liability

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

1) Anyone **You** allow to drive or use **Your Vehicle** PROVIDED they are named on your **Schedule** and **Certificate of Motor Insurance**.

2) Any passenger travelling in or getting into or out of **Your Vehicle**.

3) Your employer or business partner while **You** are driving or using **Your Vehicle** on his/her business PROVIDED this is permitted by your **Certificate of Motor Insurance**.

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).

EXCLUSIONS TO COVER

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 his/her 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 vehicle 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 £2,000,000 (Two 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**.
- 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

YOUR COVER

SECTION 2

LOSS OR DAMAGE TO YOUR VEHICLE

If **Your Vehicle** insured 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 the **Your Vehicle** within its **Market Value**
- OR** b) Pay an amount in cash equivalent to the value of any loss or damage to **Your Vehicle**
- 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 the **Your Vehicle** to the nearest suitable repairer and, after repair, to your address as shown in the **Schedule**.

If **Your Vehicle** is over three years old **We** may, at our option, decide to fit replacement parts which have not been made by **Your Vehicle**'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 or £40000 whichever is the lesser. 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 **Your Vehicle** belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of **Your Vehicle** will normally be made to **Your Vehicle**'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 **Your Vehicle** salvage including **Your Vehicle** number plate (vehicle registration mark).

EXCLUSIONS TO COVER

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 Vehicle** beyond its condition before the loss or damage occurred.
- 2) Any perceived loss in value of the **Your Vehicle**.
- 3) Loss of use, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 4) Damage to tyres unless this results from an **Accident** to the **Your Vehicle**.
- 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 Vehicle** or its contents arising from theft or attempted theft if **Your Vehicle** 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 Vehicle** have been left in or on **Your Vehicle**.
- 14) The loss of or damage to keys belonging to **Your Vehicle** 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 any way brought about by the **Insured**, any employee, partner, director, friend or member of their families.
- 16) For loss of or damage to equipment not permanently fitted to the **Insured Vehicle** described in the **Schedule**.
- 17) For loss of or damage to any **Insured Vehicle** by fire, self-ignition or explosion where such loss or damage is caused by or arises from the carriage or use of any cooking or heating equipment (other than a mechanical unit utilising heat produced from the engine) unless a serviceable fire extinguisher of appropriate type is carried in the **Insured Vehicle**.

EXCLUSIONS TO COVER

- 18) For loss of or damage to any **Insured Vehicle** when a security device category has been specified within the approved alarm / Immobiliser / tracking systems section of the statement of insurance, unless the security device of the category shown therein is installed and operational at the time of loss or damage.
- 19) For loss of or damage to rugs, clothing, personal effects, utensils, contents, furnishings and other effects in the **Insured Vehicle** at the time of loss or damage.

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. Fire or Theft

The insurance does not cover:

- a) The first part of each claim (excess) if **Your Vehicle** is damaged or lost as a result of fire, lightning, explosion, theft or attempted theft. The amount of any such **Excess** is £250 unless otherwise specified in your **Schedule**. This clause operates in addition to any other excess applying.

B. 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.

YOUR COVER

SECTION 3 WINDSCREEN/ WINDOW GLASS

This Section is NOT operative.

SECTION 4 PERSONAL ACCIDENT BENEFITS

If **You** and/or your wife/husband or civil partner is accidentally injured and the **Accident** occurs in direct connection with **Your Vehicle** **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 his/her legal representative.

If **You** or your wife/husband or civil partner holds any other motor insurance issued by us, payment will be made under one insurance only.

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 75 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.

SECTION 5 PERSONAL EFFECTS

This Section is NOT operative.

SECTION 6 NO CLAIMS BONUS

This Section is NOT operative.

SECTION 7

TERRITORIAL LIMITS

A) Territorial Limits

This document applies in respect of Accidents occurring in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, all other countries listed on the accompanying Green Card and during sea transit between ports in these areas including the processes of loading and unloading.

B) Foreign Use

The **Underwriters** will provide legal minimum policy cover for the entire period of insurance 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 and your visit abroad is only temporary.

EXCLUSIONS OF COVER

EXCEPTIONS TO SECTION 7

This insurance does not cover:

- 1) Driving other vehicles, even if stated on your Certificate of insurance.
- 2) The **Insured Vehicle** unless it is being used for purposes described in the **Certificate of Motor Insurance** and the **Policy 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) Other than for the purposes as specified in your **Schedule** except while in the custody of a Motor Trader for servicing or repair.
 - 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 driving without your permission or on your order.
 - d) In an unsafe condition.
- 2) Anyone who fails to fulfil the terms and conditions of this insurance.
- 3) Loss, damage or liability while the Insured Vehicle is being driven by, or is in charge of any driver 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) a) Loss or destruction of or damage to any property or any resulting loss or
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.
- 8) Any **Accident**, injury, loss, damage or liability when any vehicle 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, hangers and maintenance areas.
- 9) Your vehicle whilst being kept or used without a current Department for Transport test (MOT) certificate if one is needed.
- 10) **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 the premium paid will be forfeited.

GENERAL EXCEPTIONS

- 11) Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 12) Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures breakdowns or breakages.
- 13) **Underwriters** are to have no liability for or in respect of any sum other than those payable under the Policy
- 14) 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**.
- 15) 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.
- 16) Any proceedings brought against **You** outside the UK, unless they result from an incident involving **You** and your vehicle in a country which **We** have agreed to extend this insurance to cover (See additional cover under Section 7 - Territorial Limits & Foreign Use).
- 17) Racing of any description or being used in any contest, competition, and rally or speed trial (apart from treasure hunts).
- 18) The **Insured Vehicle** being used in any form of a race track or off-road activity.
- 19) Loss or damage caused by an inappropriate type or grade of fuel being used.

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 declaration and information given on the proposal form/statement of fact is correct and complete to the best of the **Policyholder's** knowledge and belief;
- 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 Vehicle

You must ensure that **Your Vehicle** is maintained in a safe and roadworthy condition in accordance with the manufacturer's recommendations and take all reasonable precautions to protect **Your Vehicle** from loss or damage. When **Your Vehicle** 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 Vehicle**.

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 by calling **0800 2055 513**

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

c) The **Underwriters** shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;

d) The **Underwriters** shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;

e) No admission of liability or offer or promise of payment shall be made without the **Underwriters'** written consent;

f) 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

g) 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;

h) In the event of a claim being settled on a total loss basis;

i) **Underwriters** will require the current Department for Transport Test Certificate (MOT), 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.

i) 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;

j) 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 co-operation in relation thereto.

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.

GENERAL CONDITIONS

6) Cancellation

You may request cancellation of this insurance at any time. Cancellation will be effective from the date the request is received by **Us** or Sky Insurance Services Group Limited (Your Broker). In view of the short-period nature of this insurance contract, there is no refund of premium.

We, or Sky Insurance Services Group Ltd, may cancel this insurance at any time by sending seven days notice by Recorded Delivery to the last known address on our records.

7) Personal Contract

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

8) English Law

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

9) False Declaration

This Document will be void and of no effect if:

a) The proposal or declaration/statement of fact is untrue in any material respect.

b) The **Policyholder** makes a claim that is fraudulent or deliberately exaggerated.

c) The **Policyholder** has made a false declaration or statement in support of any such claim.

d) The circumstances in which the **Policyholder** entered into the Insurance are altered without the **Underwriters** consent.

You will not be entitled to any refund of premium under this policy.

10) Motor Insurance Database Data Protection

Your policy details will be added to the Motor Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of **Your Vehicle** is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If **You** are involved in an **Accident** in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and the MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic **Accident** including citizens of other countries may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at www.miic.org.uk.

GENERAL CONDITIONS

11) Claims and Underwriting Exchange & Motor Insurance Anti-Fraud and Theft Database Protection

Your details may be passed to the Claims and Underwriting Exchange Register (CUE), run by the **Anti-Fraud and Theft Database** Insurance Database Services Ltd (IDSL) and **Protection** the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). **We** also exchange information with the Police and/or other insurers and other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your policy, **You** must tell us about any incident such as an **Accident** or theft which may or may not give rise to a claim. **We** will pass information relating to this incident to the registers. **We** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception.

12) Data Protection

Your information may be disclosed to agents and service providers appointed by us such as claims handling agents, approved engineers, and investigative agents. Your information may be shared with our associated and subsidiary Companies.

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:

PC07 EXCLUDING DRIVERS AGED UNDER 21 OVER 75

Tradewise 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 21;
- (b) any person who is over the age of 75;
- (c) any person with less than 12 months' driving experience since obtaining a permanent licence in the UK, EEA, EU or Switzerland to drive a vehicle of the same class as such motor vehicle.
- (d) has not been continuously resident in the United Kingdom for a period of less than 12 months.

PC19 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 & Pleasure purposes and the business of the Insured or the Insured's employer or partner.
- b) Carriage of passengers or goods for hire or reward or for hiring, racing competitions rallies or trials or any purpose in connection with the Motor Trade.

PC27 STEREO COVER EXCLUDED

Underwriters shall not be liable for the loss of or damage to a radio, cassette player, audio equipment and the like which may be fitted to the **Insured Vehicle**.

PC32 DRIVING OF OTHER VEHICLES EXCLUDED

Section 1A sub-section 2) deleted.

PC35 SELF-DRIVE HIRE

The policy will not pay out if the vehicle is owned, operated by, supplied, hired or rented from any Claims/ Credit Hire/ Accident Management Company or Vehicle Rental firm.

ALTERATIONS TO YOUR INSURANCE

1) COMMON LAW DUTY

You have a common law duty to advise Tradewise of any change of situation not declared to them at the time of completion of the electronic proposal form, i.e. convictions or accidents/loss history, as failure to declare such information may affect the validity of your Policy.

2) WARNING

If **You** are in any doubt about particular fact(s) being material to this Insurance **You** should disclose it/them. Failure to disclose all material information may result in this Insurance being voided from inception, leaving **You** without Insurance cover. **You** are advised to keep a record of all information supplied for the purpose of entering into this Insurance Contract.

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 **Your Vehicle** positions before they are moved and **Your 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 ON:

0800 2055 513 *or*
+44(0)191 201 8843
from abroad or a mobile

- **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

COMPLAINTS PROCEDURE

We aim to provide an efficient and helpful service to our **Policyholders**. If **You** are unhappy regarding our handling of any matter, whether relating to the policy or to a claim, which **You** feel your broker cannot resolve then please write personally to the following:

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

Should **You** remain dissatisfied, **You** may contact the following person quoting your policy number:

The Compliance Officer
Tradewise Insurance Company Limited
Suite 943
Europort
Gibraltar
Email: complaints@tradewise.gi

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
www.financial-ombudsman.org.uk

A copy of our complaints procedure is available upon request. Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Tradewise Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 207638).

Tradewise Insurance Company Limited is a member of the Association of British Insurers.



Insure4aday.co.uk is a trading name of Sky Insurance Services Group Limited who is authorised and regulated by the Financial Conduct Authority (FCA).
Our Firm Reference Number is 469048

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