

Taxi Policy



Your Policy Documents

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Introduction to your policy

Thank you for choosing Tradex Insurance Company Limited. We are pleased to welcome you as one of our valued policyholders.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. We rely on that information when we decide what cover to provide and how much you will pay. It is therefore essential that all the information given to us is accurate and that you have not withheld any material facts. It is also important that you tell us immediately if there are any material changes in your circumstances or to the information already given. If you are not sure whether something is important, please tell us anyway as failure to do so may invalidate your insurance.

The policy, together with your schedule, certificate of motor insurance and any endorsements that apply sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to us.

This policy has been signed by authority of the Board.

A handwritten signature in black ink, appearing to be 'SE', written over a faint, illegible stamp or background.

Stephen Endean, Chief Executive Officer
Tradex Insurance Company Limited
Victory House, 7 Selsdon Way, Isle of Dogs, London E14 9GL

Making a claim

Motor and Personal Accident

As soon as you can, please telephone our
First Response Helpline on 0845 373 1300
 (If telephoning from abroad +44 207 001 9200)
 so that we can make all necessary arrangements for you
Opening hours: 9am to 5pm Monday to Friday and 9am to 3pm, Saturday

For windscreen repairs and replacement, please telephone 0800 36 36 36 at any time

Please do

- use the helplines for assistance and advice and to tell us about any accident, injury, loss or damage as soon as you can
- read General Conditions 1, 2 and 3 on page 7, Legal Solutions Section Conditions on page 27 and the sections of the policy which give more specific information about your claim
- send us details in writing as soon as possible
- send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it
- immediately tell us in writing if you or your legal representative become aware of any prosecution, inquest or fatal inquiry involving anyone covered by this policy
- send any correspondence to

Tradex Claims Department, Victory House,
 7 Selsdon Way, Isle of Dogs, London E14 9GL

Legal and Tax Advice

For legal and tax advice, telephone 0844 581 0400

If you find you have a legal or tax problem, we strongly recommend that you first take advantage of our confidential 24 hour legal and tax advice service provided to you as part of this policy. All you pay is the cost of a standard rate call.

The advice covers any personal legal or tax matter and you can use this service as often as you like. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

Road Rescue

**For assistance, telephone the 24 hour Tradex Westminster Road Rescue helpline
 0800 358 6095 - if you are in the United Kingdom**

or

+44 1444 442 439 – if you have European Road Rescue cover

- 1 Advise the operator that you are a Westminster Tradex policyholder.
- 2 Quote your vehicle registration number and provide a description, if required.
- 3 Give the vehicle's location and the nature of the fault.

Important: If there is damage to your vehicle for which you have cover under Section 2 – Your Vehicle, you must report it to the Tradex First Response helpline as well (see above and page 20).

General definitions

The words and phrases shown in **bold** have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this policy.

Accessories	Additional and supplementary accessories fitted to the vehicle , safety equipment and parts kept in or on the vehicle including child car seats and the maker's tool kit.
Act of terrorism	An act or threatened act as set out in the Terrorism Act 2000 and which is a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or intimidate the public or any section of the public and which involves any serious violence, damage or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.
Articulated Vehicle	A goods carrying vehicle made up of a power unit and one semi trailer:
Black cab	A purpose built taxi which has separate compartments for driver and passengers.
Business	The business which you operate in the United Kingdom as the driver and/or owner of your taxi, PHV or public service vehicle(s) .
Car	A private passenger vehicle with a maximum carrying capacity of 8 passengers in addition to the driver.
Certificate of motor insurance	Evidence of the existence of motor insurance as required by law.
Claim	A claim or series of claims arising out of one event.
Co-insurance	The percentage of each claim which you have agreed to pay.
Commercial vehicle	Any commercial vehicle and horse box of up to 7.5 tons gross vehicle weight not requiring a special driving or operator's licence.
Consequential loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including but not limited to loss of use, loss of contracts, business losses, loss of revenue, loss of profit and/or anticipated savings.
Employee	Any person defined under the Employers' Liability (Compulsory Insurance) Act 1969 including anyone a) working under a contract of service with you and/or b) hired or lent to you or borrowed by you and/or c) supplied to you or employed by you for labour only and/or d) who is self-employed and working under your control or supervision as a driver of your taxi, PHV or public service vehicle .
Endorsement	Any variation to the printed terms of this policy .
Excess	The amount(s) and/or any co-insurance percentage shown in the schedule which will be deducted from each claim paid.
Fare money	Cash, cheques, credit and debit card sales vouchers and travellers cheques belonging to, held by or in connection with your business .

Finance company	The finance company, bank, building society or any other lender with which you have entered into a loan or credit agreement for purchasing your vehicle .
Green Card	The document required by certain non European Union (EU) countries to provide proof that you have the minimum insurance cover required by law to drive in that country.
Home	The house or self contained flat at the address(es) shown in the schedule .
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
Injury	Bodily injury, death, illness, disease and/or nervous shock.
In-vehicle equipment	Any in-vehicle entertainment system (including cassettes, compact discs DVDs and films), telephone, camera, data transmission, communication, satellite navigation and taxi metering and printing equipment, roof sign, CB and two-way radio whilst the equipment is permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition determined by reference to standard trade guides.
Minibus	A motor vehicle constructed and/or adapted to carry between 9 and 16 passengers in addition to the driver who must hold a PCV Category D1 licence to carry passengers.
Motorcycle	A mechanically propelled vehicle, not being an invalid carriage, with less than four wheels and the unladen weight of which does not exceed 410kg.
Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes motorcycles that can be moved by pedals if first used before 1 August 1977.
Outstanding balance	The net balance owing to the finance company when the total loss claim is settled or, if the vehicle was stolen, the date of the settlement offer <i>excluding</i> any arrears, credit insurance rebate, re-financing cost, deposit paid, part exchange allowance and debts, warranty charge, vehicle tax, insurance premium and any deducted excess(es) .
Period of cover	The period of insurance shown in your schedule or the earlier of the date on which the a) finance agreement expires, is paid off or we have paid the outstanding balance under Section 2 – Your Vehicle, Optional extension 3 – Finance Gap cover b) vehicle is sold or transferred to a new owner c) policy is cancelled or not renewed.
Period of insurance	The period stated in the schedule for which you have paid and we have accepted a premium.
Policy	This document, the schedule , endorsements and certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
Policyholder	The persons and/or business named as the policyholder in the schedule .
Private hire vehicle/PHV	A car , minibus or motorcycle <i>but not</i> a taxi or public service vehicle available with a driver and licensed for hire or reward by the appropriate authority.

Public service vehicle/PSV	A taxi or PHV operated under the terms of the Special Restricted PSV Operator's (PSV O) licence held by you .
Road rage	A deliberate act by the driver or passenger of a motor vehicle intended to cause harm, damage or intimidation to another person or damage to their vehicle or property.
Schedule	The document which gives details of the policyholder, insured or insured persons , the period of insurance, endorsements applicable, excess(es) and the cover provided by this policy .
Taxi	A public hire vehicle licensed by the appropriate authority to ply for hire, be flagged down or hired at a taxi rank and which displays a roof sign and hackney carriage plate showing its licence number and the maximum number of passengers allowed to be carried.
Territorial limits	The United Kingdom , the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including San Marino and the Vatican City, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
Total loss	Where the vehicle i) has been damaged beyond economic repair ii) repair costs exceed 75% of the market value or iii) was not recovered within six weeks of being stolen.
Trailer	A trailer, semi-trailer or container used for carrying goods but which cannot itself be driven.
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Vehicle	Any private hire vehicle, taxi, public service vehicle, car, motor cycle, moped and commercial vehicle described in the schedule and current certificate of motor insurance and recorded on the Motor Insurance Database (MID).
We/us/our/the insurer/	Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL. Authorised and regulated by the Financial Services Authority, Register No.202917 and/or any other insurer more fully defined in any operative section of this policy .
You/your	i) the policyholder and, where more specifically insured elsewhere in this policy ii) any person a) permitted by the current certificate of motor insurance to drive, use or be in charge of the vehicle b) defined as an insured or insured person in any individual section or part of this policy and, where applicable, their personal legal representatives.
Your family	Your spouse , partner, children and foster children, parents and other relatives living permanently with you .
Your spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.

General conditions

The following conditions apply to this **policy** as a whole except where specifically varied. In addition some sections have their own specific conditions which should be read carefully.

1 Claims notification and management

When an incident occurs which may result in a **claim**, **you** must

- i) For Sections 1 – Liability to Others and
tell us within 48 hours of discovery
For Sections 2 – Your Vehicle, 3 – Legal Solutions, 4 – Road Rescue and 5 – Personal Accident
advise **us** of the details as promptly as possible initially by telephone and then in writing
- ii) immediately tell the police about all incidents of **injury**, loss, theft, attempted theft, malicious damage and vandalism and obtain a crime reference number
- iii) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- iv) not admit to, negotiate any payment or refuse any **claim** without **our** written consent
- v) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vi) at **your** own expense, provide all details and evidence **we** may require.

2 Late reporting of claims under Section 1 – Liability to others and Section 2 – Your Vehicle

In the event that **you** report an incident more than 30 days after an occurrence involving an insured **vehicle** **we** may, for **claims** **we** receive for compensation from a third party

- i) cancel **your** **policy** by invoking General Condition 9 – Cancellation (see page 8)
- ii) also hold any refund of premium against payments **we** are obliged to make because of **our** Road Traffic Acts liabilities.

In addition, your **claim** for damage to the **vehicle** may be prejudiced and **you** may forfeit any accrued no claims bonus.

3 Conduct of claims

We are, for any **claim** under this **policy**, entitled to

- i) conduct, defend or settle any **claim** in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any **claim**
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the **claim** and any matter connected with it
- v) co-operation from **you** or **your** family.

4 Claims, statements and information

We have the right to refuse to pay a **claim**, avoid this **policy** and retain any premium paid if any

- i) **claim** or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) information given to **us** is inaccurate, forged or falsified
- iii) material facts have been withheld.

5 Your duty of care

You must

- i) take all reasonable steps to
 - a) prevent loss, damage, accident and **injury**
 - b) maintain the **vehicle** in an efficient and roadworthy condition and allow **us** access to examine it at any reasonable time
 - c) protect the **vehicle**
- ii) not leave the keys in or on the **vehicle** whilst unattended.

If the condition of a **vehicle** causes or contributes to an accident, cover will be restricted to **our** liability under the Road Traffic Acts. **We** reserve the right to recover any costs from **you**, the driver or any other party who may have affected the condition of the **vehicle**.

6 Changes in risk

You must notify **us** in writing as soon as possible of

- i) any change in the information given to **us** which may affect this insurance or
 - ii) **your** inability to comply with any of the terms and conditions of this **policy**.
- Failure to do so may invalidate this **policy** or may result in cover not operating fully.

We reserve the right to alter the terms, charge an additional premium or cancel this **policy** should **we** become aware of any fact or non-compliance which may affect the cover provided.

7 How we process and use your information

In order to prevent and detect insurance related fraud, **we** may check **your** details with certain fraud prevention agencies and databases. **We** may also share information with other authorised insurers.

8 Cooling off period

We hope **you** will be happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** received **your policy** to cancel. Any refund given will be subject to a charge for the period that cover has been in force. **We** may also levy a reasonable administration charge of no more than £25 plus IPT where applicable *unless* a **claim** has been made or an incident which may give rise to a **claim** has occurred in which case the full annual premium remains payable and no refund will be allowed. No refund will be given until **you** have returned the **policy** documents and any **certificate of motor insurance** or cover note to **us**.

9 Cancellation

This **policy** or any section of the **policy** may be cancelled by **you** or **us**,
however

- i) no refund of premium will be allowed
 - a) until **you** have returned the **current certificate of motor insurance** to **us**
 - b) if a **claim** has been made or there has been an incident which may give rise to a **claim**
- ii) if **you** pay **your** premium in instalments, **we** may exercise our right to collect the balance of the outstanding premium.

Cancellation by you

You may cancel by giving us written instructions in which case we may, as set out below, refund a portion of the premium depending on the period for which the policy was effected

12 month's cover

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

6 month's cover

Months covered	1	2	3	4	5
% annual premium used	40%	50%	60%	80%	100%
% refund payable	60%	50%	40%	20%	Nil

3 month's cover

No refund of premium

Cancellation by us

We may cancel

- i) by sending you 7 days notice by recorded delivery letter to the address shown in your schedule
- ii) if you pay your premium in instalments and fail to make a payment when it is due.

In the event of cancellation by us, you may be entitled to a pro-rata refund of premium.

10 Instalment premiums and total losses

If, following a claim we have agreed to pay, your vehicle is a total loss and you have not paid all your instalments, the premium you owe will be deducted from any payment we make.

11 Monthly premiums

Where you pay monthly premiums you will be provided with one month's cover for each monthly premium paid during the period of insurance. You must pay each premium when it is due otherwise we will cancel this policy from that date. In the event of such cancellation, you must immediately surrender the current certificate(s) of motor insurance to us.

12 Other insurances

If, at the time a claim is made under this policy, another insurance exists that would cover the same loss, damage or liability, we will only pay our share of the claim except where stated otherwise in this policy.

13 Administration charges

If you make any amendments to this policy during the period of insurance, we may levy an administration charge of no more than £25 plus IPT where applicable per amendment.

14 Rights of recovery

If the law of any country in which this policy operates obliges us to pay a claim which we would not otherwise have paid, we may recover this amount from you or the person who incurred the liability.

15 Disagreements and disputes

Amount of claim

Where **we** have accepted a **claim** but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before proceedings can be started against **us**. (Not applicable to Section 3 - Legal Protection)

Other disputes

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Complaints

See page 44 for the full complaints procedure.

16 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **insured** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this **policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

17 Applicable law

You and **we** are free to choose the law applicable to this contract but, in the absence of any written agreement to the contrary, any dispute concerning the interpretation of this contract will be governed and construed in accordance with English law and will be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

18 Acts of Parliament

All Acts of Parliament referred to in this **policy** are understood to include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

19 Jurisdiction

This **policy** is governed by the laws of the **United Kingdom** *except* where proceedings are brought or judgement is obtained against **you** in a court outside the **United Kingdom** *provided that* **we** have extended this **policy** to cover the use of the **vehicle** in that foreign country.

20 Motor Insurance Database disclosure

If **your vehicle** is registered with the DVLA or DVLNI, **you** must comply with the regulations of the Motor Insurers' Database (MID) which require **you**, for any **vehicle** licensed for road use, to disclose to **us** within 5 days of any acquisition or change, the registration mark, make and model of any **vehicle** permanently owned by **you** as well as any **vehicle** which will be in **your** possession for more than fourteen days. Failure to comply with these regulations will prejudice any **claim** made and may result in cover being reduced or cancelled. **You** may also be prosecuted by the appropriate body which could result in a fine of up to £5,000 being levied and **your** details being held on the MID as a defaulter.

General exclusions

The following exclusions apply to this **policy** as a whole except where varied specifically. In addition, some sections have their own specific exclusions which should be read carefully.

This policy does not cover

1 War risks and terrorism

Any loss, damage, cost, expense or legal liability directly or indirectly caused by, contributed to by or arising from any

- i) consequence of war; invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or
- ii) **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or
- iii) action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

However, **we** will provide cover

- a) to meet the minimum requirements of any relevant law including current Road Traffic legislation
- b) for liability to **your employees** if Section 1, Optional extension 2 is shown in the **schedule** to be operative (see page 18) and Legal Solutions (see page 27)

If **we** allege that any loss, damage, cost, expense or legal liability is not covered by this **policy**, the burden of proving to the contrary will be **yours**. Additionally, if any part of this General Exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

2 Radioactive contamination

Death, disablement, damage to any property or any resulting loss, expense, **consequential loss** or any legal liability directly or indirectly caused by, contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.

3 Pollution

Any **injury**, loss, damage, **consequential loss** and legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour or gas *unless* as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance** *other than* any discharge or leak caused by a failure to maintain or repair all or part of the insured property.

4 Computer virus

Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.

5 Electronic equipment failure

Unless specifically amended elsewhere in this **policy** loss, damage, **consequential loss** or legal liability arising directly or indirectly from the failure of any

- i) computer, related equipment, system or software
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction. Any subsequent loss, damage, **consequential loss** or legal liability that is covered by this **policy** is, however, insured.

6 Vehicle exclusions

- Any liability, **injury**, loss, damage or consequential loss *except* as required to meet the minimum requirements of the relevant law applicable to the driving of vehicles and/or specifically allowed for in this **policy** or more specifically insured elsewhere, arising from
- i) the **vehicle** being driven or used by any person who **we** are satisfied was, at the time, under the influence of any substance that would be considered to constitute an offence under the relevant law
 - ii) any act of suicide, attempted suicide, actual or attempted wilful deliberate damage including **road rage** committed by **you** or any passenger in the **vehicle**
 - iii) **your** operation of any **taxi** or **PHV** as a **public service vehicle** *unless* **you** hold a PSV O (Special Restricted PSV Operator's) licence
 - iv) the use of the **vehicle** and any **trailer** (whether attached or not)
 - a) "air-side" including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access
 - b) within any power station, nuclear installation or establishment; refinery, bulk storage or production premises in the oil, gas or chemical industries
 - v) the **vehicle** being used to carry a load heavier than it is constructed to carry and/or over its specified maximum capacity
 - vi) the carriage of any dangerous substances or goods
 - a) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive
 - b) which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation
 - vii) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes
 - viii) the use of any **vehicle** or its attachments as a tool of trade
 - ix) the loading and unloading of **your vehicle** and/or **trailer** *other than* on a road or area to which the public have access by anyone apart from the driver, assistant and/or attendant.

7 Other exclusions

- i) Any deliberate act including theft or attempted theft or any malicious act by **you, your family**, tenants, paying guests, employees, business partners or directors.
- ii) Loss or damage caused by
 - a) **your** failure to use all reasonable means to safeguard **your** property at all times
 - b) deception *other than* by any person using deception to gain entry to **your home**
 - c) normal wear and tear or any gradually operating cause
 - d) mechanical, electrical or computer breakdown, fault or failure
 - e) pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- iii) Any loss, damage or legal liability occurring before the inception of this **policy**.
- iv) **Consequential losses** incurred by **you** and/or **your family** *except* as specifically covered by this **policy**.
- v) Damage for which compensation will be provided or; but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.
- vi) Any liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.
- vii) Any person or property covered by any other insurance.

Uses and drivers

This **policy** only covers the **vehicle** if it is being driven and used by the persons and in the way specified in the **schedule** and **certificate of motor insurance**.

Uses

*The following uses are not covered unless specifically shown as included in **your certificate of motor insurance***

- i) hiring or letting out **your vehicle** in return for money or reward
- ii) carrying and transporting passengers or goods for money
other than
 - a) the use of **your vehicle** as a **taxi, PHV** or **PSV** in the area in which you are licensed to operate
 - b) where a mileage allowance is paid to **you** for official or agreed **business** duties or for the performance of a social service
 - c) car-sharing agreements involving the use of a **car** for social or similar purposes *provided that you* make no profit from what **you** are paid for the journey
- iii) use on the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off road 4x4 event
- iv) any purpose connected with the motor trade.

Drivers

*This **policy** excludes any liability, **injury, loss, damage** or **consequential loss** occurring whilst a **vehicle** is being driven by **you** or **any person***

- i) claiming indemnity under this **policy** unless such person holds a licence to drive the **vehicle** or has held and is not disqualified or prohibited by law from holding or obtaining such a licence
- ii) not complying with the terms and limitations of their driving licences.

Clauses

I No claims bonus

Both standard and protected no claims bonuses

- i) will be applied as if a separate insurance had been issued for each **vehicle** shown on the **schedule**
- ii) cannot be earned if the **period of insurance** is less than twelve months
- iii) cannot be transferred to another person
- iv) are not, following a **total loss**, transferable to another **vehicle** unless **we** agree otherwise.

When calculating the no claims bonus, **we** will disregard those **claims** where **we** are able to make a full recovery of **our** outlay.

The percentage discount which the bonus represents is **our** standard bonus scale for the Tradex policy published on **our** website or available from **our** Appointed Representatives and branches. The bonus allowance will be at **our** sole discretion.

Standard

We will, if applicable and depending on the number of **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scales below

No claims bonus at inception or previous renewal	No claims bonus at renewal based on number of claims made during current period of insurance		
	None	One	Two or more
4 years or more	4	2	Nil
3 years	4	1	Nil
2 years	3	Nil	Nil
1 year	2	Nil	Nil
Nil	1	Nil	Nil

Protected

If **your schedule** shows that a no claims bonus is protected, the scale below will apply.

No claims bonus at inception or previous renewal	No claims bonus at renewal based on number of claims made during current period of insurance			
	None	One	Two	Three or more
4 years or more	5	5	2	Nil
3 years	4	4	1	Nil
2 years	3	3	Nil	Nil
1 year	2	2	Nil	Nil
Nil	1	1	Nil	Nil

2 Foreign use

This **policy** does not provide cover in any country outside the **territorial limits**. **We** may, on request, agree to extend the cover to other countries in which case **we** will issue a **green card** and require **you** to pay an additional premium (see 3 - Continental use and compulsory insurance requirements below).

3 Continental use and compulsory insurance requirements

Please note that the countries listed in the **territorial limits** do not require a **green card** for cross-border travel *but you* must carry **your certificate of motor insurance** with **you**. Remember also to take the European Accident Statement and **our** booklet on European travel which contains valuable contact numbers should **you** need them.

Minimum third party indemnity

We will, in compliance with EU Directives, provide the required minimum third party indemnity cover required to comply with the laws relating to the compulsory insurance of **vehicles** in any country in the **territorial limits**.

Full cover as shown in your schedule

We will, in addition, provide the same cover shown in the **schedule**

provided that

- i) **you** are permanently resident or **your business** is based in the **United Kingdom**
- ii) **your** trip outside the **United Kingdom** is temporary
- iii) the **vehicle** is out of the **United Kingdom** for no more than 45 days per trip
- iv) the **vehicle** is not driven and/or used as a **taxi, PHV or PSV** outside the **United Kingdom** *other than* in the Republic of Ireland and then only if **your business** is based in and operates from Northern Ireland
- v) any driving and/or use of **your vehicle** in Bulgaria, Croatia, Poland, Romania, Slovakia and Slovenia has been agreed by **us** in writing and **you** have paid the additional premium **we** require.

Cover includes

- 1 transit by rail, air and sea between the countries in the **territorial limits**
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the vehicle is being transported by sea between any of the countries in the **territorial limits** *provided that* Section 2 – Your Vehicle is operative
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

4 Spanish Bail Bond

We will provide a guarantee or deposit of up to £5,000 to facilitate **your** release or that of **your vehicle** and its attached **trailer** if, as a direct result of an accident in Spain, **you** are detained or the **vehicle** is impounded. **You** must comply with all necessary formalities and give **us** all information and assistance necessary to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is fully or partially forfeited or taken as payment of any fines or costs, **you** will repay **us** immediately.

5 Child car seats

If **your car** suffers impact damage as a result of an accident, **we** will replace any fitted child seats with new ones of the same quality.

Section I - Liability to others

The Cover

We will insure **you** for all the amounts **you** may be legally liable to pay less any **excess** stated in the **schedule** for accidental

- i) death of or injury to other people
- ii) damage to property up to a limit of £10,000,000 any one occurrence

as a **direct result of**

1 Driving your vehicle

an accident **you** have whilst **you** are driving, using or in charge of **your vehicle**

2 Other people driving or using your vehicle

- i) any other person
- ii) any passenger
- iii) **your** employer or business partner who, with **your** permission, is using, driving or in charge of **your vehicle**

provided that

this is allowed by the current **certificate of motor insurance** and has not been excluded by an endorsement, exclusion or condition

3 Towing

the **vehicle** being used to tow a **trailer**, caravan or disabled vehicle as allowed by law or recommended manufacturers towing limit **excluding any trailer, caravan or disabled vehicle**

- a) being towed in return for money or reward
- b) not properly secured to **your vehicle**
- c) when more than one **trailer**, caravan or disabled vehicle is being towed

Section Exclusions

This section does not cover

- 1 loss of or damage to
 - a) property belonging to or in the custody or control of **you**, any passenger and/or anyone driving or using **your vehicle**
 - b) the **vehicle** itself and/or the towed **trailer**, caravan or disabled vehicle and/or contents
- 2 death of or **injury** to any **employee** arising out of or in the course of that person's employment by **you** or any other party claiming indemnity *except* as required by the relevant laws applicable to the driving of vehicles.

Extensions

1 Legal personal representatives

We will deal with a **claim** made against the estate of any deceased person insured by this **policy** *provided that* the **claim** is covered.

2 Additional costs and fees

We will, at **our** option, pay for

- i) legal fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- ii) the cost of defending any proceedings against **you** for manslaughter or causing death by dangerous or careless driving up to a limit of £10,000
- iii) emergency treatment fees as required under the Road Traffic Acts (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- iv) all other costs and expenses incurred with **our** written consent.

3 Passenger personal effects and luggage

We will pay up to £500 per passenger for the personal effects and luggage *other than* jewellery, watches and money of any passenger for which **you** are legally responsible up to a maximum £2,000 any one **claim** *provided that*

- i) **you** pay the first £50 of any **claim**
- ii) there is no other insurance in force to cover the loss or damage.

4 Non-motor public liability

We will pay up to a limit of £10,000,000 any one **claim** for all the amounts **you** may be legally liable to pay as damages for accidental

- i) injury to any person not employed by **you**
- ii) damage to property

arising directly from **your business**

including

- 1 costs and expenses incurred with **our** written consent
- 2 liability arising out of **your** contract with any person, business, organisation or local authority for the performance of work or services *but only* to the extent required by the contract conditions *and provided that* **we** retain complete control of any **claim**

excluding

- a) any **excess** shown in the **schedule**
- b) any **injury** or damage occurring outside the **United Kingdom** and, *provided that* **your business** is based in and operates from Northern Ireland, the Republic of Ireland
- c) **injury** of any **employee**
- d) liability arising from any
 - i) vehicle owned, leased, hired, used or worked upon by **you**
 - ii) property and/or premises owned, leased, rented, hired and/or occupied by **you**
 - iii) product, including food and drink, sold or supplied by **you** or for which **you** are legally responsible
- e) liability arising from any other **business** owned and/or operated by **you** whether or not related to **your business**
- f) loss of or damage to passengers' personal effects and luggage for which **you** are legally responsible *other than* as provided for in Extension 3 above.

Optional Extensions

Your schedule will show which of these optional extensions is in force.

I Driving other vehicles

We will extend the cover provided by this section of the **policy** to an accident involving any other **vehicle** whilst **you** are personally driving it with the permission of the owner *provided that* this is allowed by the **current certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole

excluding any

- a) vehicle
 - i) owned **by you** or hired to **you** under a hire purchase or lease agreement
 - ii) available to **you** on a regular basis
 - iii) insured elsewhere
- b) **motorcycle** which exceeds the cubic capacity limit stated in the **schedule**
- c) event which occurs outside the **United Kingdom**.

2 Employers liability

Definition

- Costs and expenses** All fees, costs and expenses incurred with **our** written permission for
- the investigation, defence or settlement of any **claim** against **you**
 - your** legal representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction arising out of any alleged breach of statutory duty
 - any claimant's legal costs for which **you** are responsible.

The Cover

If, during the **period of insurance**, **you** become legally liable to pay damages, **costs and expenses** and/or claims costs in respect of a **claim for injury** to any **employee** arising out of and in the course of employment by **your business**, **we** will pay for any one **claim**, up to

a) £10,000,000

or

b) £5,000,000 where an **injury** is directly or indirectly caused by, results from or is in connection with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**

excluding

- any **injury** occurring outside the **United Kingdom** and, *provided that* **your business** is based in and operates from Northern Ireland, the Republic of Ireland
- legal liability in respect of **injury** to any **employee** carried in, on or getting into or out of a **vehicle** where compulsory insurance or security is needed under Road Traffic Act legislation
- liquidated damages, penalty clauses and fines
- any activity arising out of the sponsorship or organisation of and/or participation in any motor competition, race, speed or other trial or performance test.

Additional covers

Court attendance

Where **we** have requested attendance, **we** will compensate **you** up to a maximum of £250 per day for any partner; principal or director and £150 per day for any **employee** attending court as a witness in connection with a **claim**.

Additional persons insured

At **your** request, **we** will extend cover to

- any of **your** partners, principals, directors or **employees** and, if necessary, their personal representatives, in respect of legal liability for which **you** would have been entitled to indemnity under this extension had the **claim** been made against **you**
- any person, business, organisation or local authority for whom **you** are carrying out a contract in respect of legal liability arising solely out of the performance of the contract *but only* to the extent required by the contract terms

provided that

- each person claiming indemnity is subject to the terms, conditions and exclusions of this extension in so far as they can apply
- we** have control of all **claims**
- the total amount **we** pay for any one **claim** does not exceed the limits stated above.

Injury to working partners

If **you** are a working partner, the cover will apply as if **you** are an **employee**

provided that

- any **injury** is sustained whilst **you** are working in connection with **your business** and caused by another partner or **employee**
- you** have a valid right of action against the other partner or **employee**.

Health and Safety legislation

We will indemnify **you** in respect of

- a) legal fees and expenses incurred with **our** written consent for defending proceedings and appeals
- b) costs of prosecution awarded against **you**

arising from any health and safety enquiry or criminal proceedings for any breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and any amending or subsequent legislation

excluding

- i) proceedings
 - which do not relate to an actual or alleged act, omission or incident committed during the **period of insurance** and in connection with the **business**
 - resulting from any deliberate act or omission by **you**
 - relating to the health and safety of anyone other than an **employee**
- ii) the provision of indemnity by another insurance policy.

Unsatisfied court judgements

We will, at **your** request, pay an **employee** or his or her personal representative, the amount of damages and taxed costs awarded for **injury** by a court in the **United Kingdom** against a company, partnership or any person conducting a **business** and which remains unpaid six months after the date of the award

provided that

- i) the most **we** will pay in any one **period of insurance** is £2,000,000
- ii) the **injury** was sustained in the course of the **employee's** employment by **you** during any **period of insurance**
- iii) there is no appeal outstanding against the judgement
- iv) the **employee** or their personal representative agrees to assign the judgement to **us** and to repay to **us** any part of the award subsequently recovered
- iv) there is no other insurance in force to cover such payment.

Section 2 - Your vehicle

Your schedule will show whether this section is in force and which of the Covers A, B, C and D are operative.

The Cover

We will insure **your vehicle** against loss or damage caused by

- A Accidental damage *other than* malicious damage or vandalism
- B Malicious damage and vandalism
- C Fire, lightning, self-ignition and explosion
- D Theft or attempted theft or the taking of the **vehicle** without your permission

Making a claim

As soon as you can, please telephone our
First Response Helpline on 0845 373 1300
(If telephoning from abroad +44 207 001 9200)
so that we can make all necessary arrangements for you
Opening hours: 9am to 5pm Monday to Friday and 9am to 3pm, Saturday

For windscreen repairs and replacement, please telephone 0800 36 36 36 at any time
See page 23 for more information

You must not drive the **vehicle** after an accident if it is not roadworthy or if this will, in any way, increase the damage.

I Repairs

Your vehicle may be repaired either by a competent repairer of **your** choice or by one of **our** recommended repairers. Please note that if **you** choose **your** own repairer, certain of the covers and services will be restricted or may not apply (see below for full details).

Repairs under £500

You may personally authorise the repairs if the written estimate for the repairs is £500 or less but **you** must send it to **us** immediately together with the accident report form and **your** driving licence.

Approved repairer

If **you** agree to repairs being undertaken by **our** approved repairers, **we** will arrange for work to begin as soon as possible. If the **vehicle** can be driven safely, **we** will arrange a suitable time for **you** to take it in for repairs.

Own choice repairer

If **you** wish the repairs to be undertaken by a competent repairer of **your** choice, **you** must send **us** the following

- the completed accident report form
- **your** driving licence
- a written estimate for the repairs.

If **we** cannot reach an agreement with the repairer over costs, **we** reserve the right to

- i) arrange for a repairer of **our** choice to carry out the work
- or
- ii) pay **you** the amount **our** repairer would have charged

2 Recovery and delivery

We will pay the reasonable costs, where necessary, of

- i) protecting the **vehicle**
- ii) where the **vehicle** is a **total loss**, moving it to free and safe storage whilst **our** investigations are carried out
- iii) moving the **vehicle**, if it cannot be driven, to the nearest approved repairer:

3 Making a theft claim

So that **we** can facilitate the speedy handling and settlement of **your** theft **claim**, **you** must send **us**

- i) the **vehicle** registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the **finance company**
- iv) the purchase receipt
- v) photographs of the **vehicle** if **you** have any
- vi) all keys to the **vehicle**, an alarm key or transmitter, if applicable (all the keys will be required before final settlement of the **claim**)
- vii) the **vehicle's certificate of motor insurance**
- viii) if applicable, confirmation of the registered ownership of the **vehicle's** cherished, private or personalised number plate.

How we will settle your claim

Your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will, subject to the deduction of the applicable **excess(es)** and at **our** option

- i) pay for the damage to be repaired or
- ii) replace the **vehicle** or
- iii) make a cash settlement.

The most **we** will pay is the **market value** or the value shown in the **schedule** whichever is lower:

Total loss

If the engineer classifies the **vehicle** as repairable, **we** may, on request and at **our** option, offer a reduced cash settlement and allow **you** to keep the damaged **vehicle**. However, if the **vehicle** is classified as irreparable and **you** are not eligible for a new vehicle (see New Vehicle Replacement on next page), the **vehicle** will become **our** property and **we** will arrange for its immediate disposal. **We** will hold the proceeds for **you** until **we** confirm the cover and agree to settle the **claim**. Any cash settlement **we** offer will be subject to the deduction of the applicable **excesses**. **We** will ask **you** to return **your certificate of motor insurance** before **we** pay.

Cover for the damaged **vehicle** will end from the date **you** accept **our** offer: *Except* as specifically varied elsewhere in this section, an additional premium will be required if the cover is to continue on a replacement vehicle.

Hire purchase or leasing agreements

If, to **our** knowledge, the **vehicle** does not belong to **you** or is the subject of a hire purchase or leasing agreement, **we** will, in the event of a **total loss**, make the payment to the legal owner whose receipt will be a full and final discharge to **us**.

New vehicle replacement

If the **vehicle** is damaged within twelve months of its purchase as new **we** will, subject to availability, replace it with a new one of the same make and specification where

- a) the repair cost exceeds 60% of the list price at the time of purchase or
- b) it has been stolen and not recovered within 6 weeks

provided that

- i) **you** pay the applicable **excess(es)**
- ii) the **vehicle** is owned or was purchased under a hire purchase agreement by **you**, **your** spouse or partner *but not* if the **vehicle** is subject to any type of lease or contract hire agreement where ownership of the **vehicle** is not passed on
- iii) the agreement of any interested **finance company** is obtained
- iv) the first registered owner of the **vehicle** is **you**, **your** spouse or partner
- v) the **vehicle's** mileage does not exceed 15,000.

Cherished and personal number plates

In the event of a **total loss claim**, **we** will return the **vehicle's** cherished, private or personalised number plate to the registered owner *provided that*

- i) **you** advise **us** that **you** wish **us** to do so when **you** make the **claim**
- ii) ownership is confirmed
- iii) **we** are not liable for any delay or time restraint imposed by the DVLA (Driving and Vehicle Licensing Authority).

Imported parts and accessories

If, following loss or damage, any replacement parts or **accessories** cannot be obtained in the **United Kingdom**, the most **we** will pay is the cost of comparable items which can be obtained from a **United Kingdom** source.

Excesses

If an **excess** is shown in the **schedule** or elsewhere in this **policy**, **you** have agreed to pay that amount for each incident of loss or damage.

Extra excesses for young or inexperienced drivers

If the **vehicle** is damaged whilst a young or inexperienced person (including the **policyholder**) is driving, **you** will have to pay the following contribution in addition to any other **excesses** which apply.

Age of Driver	Excess Amount	
	Inexperienced drivers Full United Kingdom licence held for less than 1 year	Experienced drivers Full United Kingdom licence held for over 1 year
17 - 18	£500	£350
19 - 20	£300	£250
21 - 24	£250	£200
25 and over	£250	Nil

Extensions

Your **schedule** will show which of the following extensions is in force.

1 Windscreen, sun-roof and window damage

For windscreen repairs and replacement, please telephone 0800 36 36 36 at any time

We will, *provided that* you use our authorised supplier; pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of repairing

- a) loss of or damage to the glass in the **vehicle's** windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

The **excess** stated in the **schedule** for this extension will not be applied if the damaged glass is repaired rather than replaced, there is no **claim** for scratched bodywork or any other **excesses** are being applied because of more extensive damage to the **vehicle**.

A **claim** under this extension will not affect the applicable no claims bonus.

2 Accessories and in-vehicle equipment

If any **accessories** and/or **in-vehicle equipment** is stolen or damaged, we will at our option, repair, replace or pay up to £1,000 or 10% of the value of your **vehicle** shown in the **schedule** whichever is the greater *provided that*

- i) the most we will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- ii) where there is no **claim** for loss of or damage to the **vehicle** itself, you pay the applicable **excess**
- iii) the items are not more specifically insured.

3 Sign writing

If your **taxi, PHV or PSV** sustains damage to its sign writing or is stolen but not recovered, we will pay up to £1,000 or 10% of the value of your **vehicle** shown in the **schedule** whichever is the greater for restoration, repainting or new sign writing *provided that*

- i) where there is no **claim** for loss of or damage to the **vehicle** itself, you pay the applicable **excess**
- ii) you alone are responsible for the sign writing costs.

4 Your vehicle in the care of others

If requested, we will ignore any driving or use restrictions stated in the **schedule** and **certificate of motor insurance** and will give you the full cover in force under this section whilst your **vehicle** is in the care of

- a) the motor trade for service, repair, testing or examination
- b) a hotel, restaurant, car park or other similar establishment while being parked
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances

provided that our rights of recovery are not prejudiced.

5 Replacement car following an accident

We will, following approval of a non-fault **claim** and *provided that* the **vehicle** is repaired by one of our recommended repairers, pay for a replacement car of up to 1200cc to be used only for Social Domestic and Pleasure purposes for a maximum of 14 days. The car will be supplied either by the repairer or by our appointed car rental company, details of which will be provided when you advise the **claim**.

6 Medical and overnight expenses

If **you** or any passenger in **your vehicle** is injured as a direct result of an accident, **we** will pay

- a) up to £250 per injured person and £1,000 in all for medical expenses, *other than* physiotherapy treatment, arising from the accident
- b) up to £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist *provided that* **we** have agreed the course of treatment in advance
- c) up to £250 towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

7 Lock replacement

We will, if the keys or lock transmitter of the **vehicle** are lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage, pay up to £500 in any one **period of insurance** for replacing

- a) the door locks including boot and hatchback locks
- b) the ignition and/or steering lock
- c) the lock transmitter and central locking interface

but not

- i) any loss, damage or theft not reported to the police
- ii) *unless* **you** can establish to **our** satisfaction that **your** identity or the garaging address of the **vehicle** is known to any person who is in possession of **your** keys or transmitter
- iii) the cost of replacing the **vehicle's** alarms or other security devices.

8 Fare money and driver's personal effects

We will pay up to

- a) £500 for loss of or damage to **fare money** whilst **you** are in **your taxi, PHV or PSV** or whilst in **your** personal possession during a shift
excluding any claim for
 - i) **fare money** left in the **vehicle** whenever **you** are not in it
 - ii) loss of value and/or shortages
- b) £500 for loss of or damage to **your** personal effects in **your taxi, PHV or PSV**
excluding any claim for
 - i) mobile telephones and communication equipment, computers, jewellery, watches, money and other documents
 - ii) loss or damage whilst the **vehicle** is unattended *unless* all windows are closed, all doors and other openings are shut and securely locked and the personal effects are secured in the closed glove compartment, locked boot or, if the **vehicle** is an estate car or hatchback, under the top cover and out of view

provided that

- 1 **you** pay the first £50 of any **claim**
- 2 all losses are reported to the police within 24 hours of discovery
- 3 any theft or attempted theft involves the use or threat of force or violence
- 4 **you** take all reasonable precautions to safeguard the **fare money** and **your** personal effects
- 5 there is no other insurance in force to cover the loss or damage.

Optional extensions

Your schedule will show which of these optional extensions is in force.

I Temporary replacement vehicle

We will, *provided that* **you** do all that is possible to minimise the period for which the replacement **vehicle** is required, pay up to £100 per day and £2,000 any one **claim** for a temporary replacement **vehicle** (which may be a courtesy **car**) if **your vehicle** cannot be used following insured loss or damage. The replacement **vehicle** will be available from the time **we**

- a) authorise the repairs until the repairs are completed or
- b) approve the theft **claim** *but* for no more than 7 days from the date **we** make **you** a settlement offer.

2 Driving other vehicles

Where **your vehicle** has comprehensive cover (i.e. Covers A, B, C and D are all operative), **we** will cover **your** legal liability for loss or damage to any other **vehicle** whilst a driver named against this extension in the **schedule** is personally driving or using it in the **United Kingdom** with the permission of the owner

provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the policy as a whole
- b) **your vehicle**
 - 1 is still owned by **you**
 - 2 has not been sold or disposed of
 - 3 is not the subject of a **total loss claim**

but we will not pay

- i) more than 150% of the **market value** of **your** current vehicle less the applicable **excess(es)**
- ii) for any period exceeding 7 days unless specifically agreed by **us** in writing
- iii) if the vehicle
 - a) is owned by you or hired to you under a contract of hire, hire purchase or lease agreement
 - b) available to **you** on a regular basis
 - c) insured elsewhere *other than* any **excess(es)** under such insurance for which **you** are held responsible
 - d) is a **motor cycle** which exceeds the cubic capacity limit stated in the **schedule**.

3 Finance gap cover

Where **we** have made a payment for the **total loss** of a **vehicle** we will, on **your** behalf, pay the **finance company** the **outstanding balance** due on that **vehicle** up to the limit of indemnity shown in the **schedule**

provided that

- a) the **outstanding balance** is confirmed by the **finance company**
- b) the agreement has not been altered since the original purchase of the **vehicle**
- c) the **total loss** occurred during the **period of cover**
- c) this cover
 - i) is not transferable from one **vehicle** to another
 - ii) will cease immediately **you** sell or transfer ownership of the **vehicle** to another person, business, motor trader or dealer
- d) if either this extension, section or the whole **policy** is cancelled, **you** will not be entitled to a premium refund.

All cover under this optional extension will cease on payment of the **outstanding balance**. If **you** require cover for a replacement **vehicle**, **you** will have to advise **us** and pay the relevant additional premium.

4 Total loss additional premium waiver

We will, where **we** have paid a **total loss claim** for a **taxi, PHV** or **PSV** listed against this extension in the **schedule**, offset the remaining annual premium calculated on a pro-rata basis against the premium required for its replacement. *However*, we will not apply the waiver if the replacement **taxi, PHV** or **PSV** is itself the subject of a **total loss claim** in the same **period of insurance**.

Section Exclusions

This section excludes

- 1 Loss of value following repair; wear and tear; mechanical or electrical breakdown, failures and breakages.
- 2 Any **consequential losses** including those arising from **your** inability to use the **vehicle** including loss of profits and hire charges.
- 3 Damage to tyres *unless* caused by an accident.
- 4 Damage due to liquid freezing *unless you* have taken reasonable precautions which comply with the manufacturer's instructions.
- 5 Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.
- 6 Repairs or replacements which improve the condition of the **vehicle** or its **accessories** or **in-vehicle equipment** *unless you* make a contribution towards the repair or replacement.
- 7 Loss or damage resulting from theft or attempted theft where
 - i) **you** have not taken reasonable precautions to protect the **vehicle**
 - ii) the keys have been left in or on the **vehicle**
 - iii) committed by a person with access to the **vehicle** keys
 - iv) the windows, doors or other openings have not been closed and locked
 - v) the special security device **we** require or for which **we** have allowed a premium discount has not been set or is not in full operation
 - vi) **you** have not removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
 - vii) fraud or deception has taken place.
- 8 Loss or damage arising out of an accident as a result of which any person driving is convicted of an
 - i) offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1988 or any subsequent or amending legislation
 - ii) equivalent offence under the law of other countries to which this **policy** applies.
- 9 Loss or damage arising during or as a consequence of
 - i) earthquake
 - ii) riot or civil commotion occurring outside the **United Kingdom** *unless you* can prove to **our** satisfaction that these were not the cause of the loss or damage
 - iii) the operation of a tipping device
 - iv) repossession of the **vehicle** by its rightful owner.

Section 3 - Legal solutions

This section is administered under a binding authority agreement with ARAG plc on behalf of **the insurer**, Brit Insurance Limited.

Section Definitions

Appointed advisor	The solicitor, accountant or any other advisor appointed by us to act on behalf of the insured .
Conditional fee agreement	The separate agreement between the insured and the appointed advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by us before it is entered into.
Collective conditional fee agreement	The separate agreement between the appointed advisor and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted by Section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the appointed advisor's fees and expenses to be payable on a common basis.
Insured	<ul style="list-style-type: none"> a) For Insured Events 1 and 2 You and any driver or passenger in or on the insured vehicle with your permission. b) For Insured Events 3 and 4 You, your spouse, partner and other relatives permanently living with you in your principal home in the United Kingdom c) For Insured Event 5 You as the holder of a licence with a local licensing authority or Public Carriage Office.
Insured vehicle	<ul style="list-style-type: none"> a) For Insured Events 1 and 2 The vehicle b) For Insured Events 3 and 4 Any motor vehicle and any trailer, caravan or disabled vehicle attached to it.
Legal costs and expenses	<ul style="list-style-type: none"> 1 <i>Other than</i> as provided for in 2, the <ul style="list-style-type: none"> i) legal costs, fees and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed in advance by us ii) other side's costs incurred in civil claims where the insured has been ordered to pay them or pays them with our agreement. 2 For insured events 1, 2 and 4, where the claim is brought in England and Wales and falls outside the jurisdiction of the small claims court, legal costs reasonably and proportionately incurred by the appointed advisor on the Standard Basis and agreed in advance by us or in accordance with the predictable costs scheme, if applicable.
Limit of indemnity	<p>The maximum legal costs and expenses payable by the insurer in respect of all claims related by time or original cause</p> <ul style="list-style-type: none"> a) For insured events 1 and 2 £100,000 b) For insured events 3, 4 and 5 £50,000.

Predictable Costs Scheme	The scheme which applies to any road traffic accident claim for which damages of less than £10,000 are negotiated prior to the issue of proceedings.
Reasonable prospects of success	<p>In civil and criminal claims, where the insured has a greater than 50% chance of successfully pursuing or defending the claim. If the insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.</p> <p>In criminal prosecution claims where the insured pleads guilty, there is a greater than 50% chance of successfully mitigating the insured's sentence or fine.</p> <p>In tax claims, any dispute or appeal where the insured has a greater than 50% chance of being successful.</p> <p>In all claims involving an appeal, where the insured has a greater than 50% chance of being successful.</p>
Small claims court	A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.
Territorial limits	<p>a) For insured events 1 and 2 The United Kingdom and any other country in which cover under is operative at the time of the Insured Event.</p> <p>b) For insured events 3, 4 and 5 The United Kingdom.</p>
The insurer	Brit Insurance Limited, 55 Bishopsgate, London EC2N 3AS. Authorised and regulated by the Financial Services Authority. Register No.202898.
We/us/our/ARAG	ARAG plc who is authorised under a binding authority agreement to administer this section of the policy on behalf of the insurer . ARAG plc is authorised and regulated by the Financial Services Authority. Register No. 452369.
You/your	The person(s) named in the schedule .

Section Conditions

Failure to follow any of the following Section Conditions may lead **the insurer** to cancel this section of the **your policy**, refuse a **claim** or withdraw from an ongoing **claim**. Should this occur, **the insurer** also reserves the right to recover any incurred **legal costs and expenses** from the **insured**.

I The Insured's Responsibilities

An **insured** must

- i) report any **claim** or potential **claim** to **us** during the **period of insurance**
- ii) observe and keep to the terms and conditions of the **policy** and try to prevent anything happening that may cause a **claim**
- iii) not do anything that hinders **us** or the **appointed advisor**
- iv) tell **us** immediately they first become aware of any cause, event or circumstances which could give rise to a **claim**
- v) tell **us** immediately about anything that may materially alter **our** assessment of the **claim**
- vi) cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** require and keep them updated with progress of the **claim**
- vii) provide **us** with everything **we** need to help **us** handle the **claim**
- viii) take reasonable steps to recover **legal costs and expenses** that **the insurer** pays and repay all costs that are recovered should these be paid to the **insured**
- ix) tell the **appointed advisor** to have the **legal costs and expenses** assessed or audited if required by **us**
- x) minimise any **legal costs and expenses**
- xi) allow **us** at any time to take over and conduct in the **insured's** name any **claim**, proceedings or investigation.

2 The Appointed Advisor

- i) If **we** agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**. The right of the **insured** to choose will not apply to **small claims court claims** unless there is a conflict of interest.
- ii) As set out in 2i) above, the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** will choose the **appointed advisor**.
- iii) Where the **insured** wishes to exercise the right to choose, the **insured** should write to **us** with their nominated representative's name and address. The **insured's** chosen **appointed advisor** must agree to act under **our** standard terms of **business** and cooperate with **us** at all times.
- iv) **We** may, in exceptional circumstances, refuse to accept the **insured's** nomination of an **appointed advisor**. If this leads to a disagreement, **we** will appoint another suitably qualified person to decide the matter.
- v) Cover will end immediately if
 - a) with good reason, the **appointed advisor** refuses to continue acting for the **insured** or
 - b) the **insured** dismisses the **appointed advisor** without good reason or
 - c) the **insured** withdraws from the **claim** without **our** written agreement unless **we** agree to appoint another **appointed advisor**.
- vi) The **appointed advisor** must enter into a **conditional fee agreement** with the **insured** or a **collective conditional fee agreement** with **us** if a **claim** under Section 1, insured events 1, 2 and 4 and Section 2 insured events 2 and 4 will be decided by a court within England and Wales and falls outside the jurisdiction of the **small claims court**.
- vii) During the course of the relationship with **our appointed advisors**, **we** may, for particular types of **claim**, receive a fee from them. This fee (if it does apply), is a separate arrangement between **us** and the **appointed advisor** and will never compromise the **insured** or any **claim** made under this section of the policy.

3 Our Consent

We must give **our** written consent to the **insured** to incur any **legal costs and expenses**. Liability for any **legal costs and expenses** incurred without **our** written consent will not be accepted by **us**.

4 Settlement

- i) **The insurer** has the right to settle the **claim** by paying the value of the **claim**.
- ii) The **insured** must not negotiate, settle the **claim** or agree to pay any **legal costs and expenses** incurred without **our** agreement.
- iii) **The insurer** may refuse to pay further **legal costs and expenses** if the **insured** refuses to settle the **claim** following
 - a) a reasonable offer or
 - b) advice to do so from the **appointed advisor**.

5 Counsel's Opinion

We may require the **insured** to obtain and pay for an opinion from counsel regarding the merits or value of the **claim**. If the opinion supports the **insured**, **the insurer** will pay for the opinion.

6 Arbitration

If there is a dispute between the **insured** and **us** about the handling of a **claim** or the choice of an **appointed advisor**, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **we** fail to agree on a suitable person **we** will ask the president of the relevant Law Society to nominate.

Section Exclusions

This section does not cover any claim arising from or relating to

- 1 any actual or alleged act, omission or dispute occurring prior to the inception or at the time of the inception of this section of the **policy** and which the **insured** knew or ought reasonably to have known could give rise to a **claim**
- 2 **legal costs and expenses** incurred before **we** accept a **claim**
- 3 a **claim** where the amount in dispute is less than £100 or; if the amount in dispute is payable in instalments, the instalment due and payable at the time of making the **claim** is less than £100
- 4 an allegation or prosecution against the **insured** involving
 - i) assault, violence or dishonesty
 - ii) malicious falsehood
 - iii) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - iv) illegal immigration
 - v) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5 any insured event occurring outside the **territorial limits**
- 6 fines, penalties or compensation payable by the **insured**
- 7 a dispute with **us** or **the insurer** not dealt with under Specific Condition 6 - Arbitration
- 7 group litigation orders
- 9 a judicial review.

The Cover

Following an Insured Event occurring in the **territorial limits**, the **insurer** will pay the **insured's legal costs and expenses** up to the **limit of indemnity** including the cost of appeals

provided always that

- i) the **claim** always has **reasonable prospects of success**
- ii) any proceedings or hearings are dealt with by a court or another body agreed by **us** and in the **territorial limits**
- iii) the **insured** always agrees to use the **appointed advisor** nominated by **us**
 - a) in any **claim** falling under the jurisdiction of the **small claims court** and/or
 - b) prior to the issue of proceedings
- iv) in respect of a **claim** under Insured Events 1, 2 and 4, the **insured** enters into a **conditional fee agreement** with the **appointed advisor** or the **appointed advisor** enters into a **collective conditional fee agreement** with **us** if a **claim** will be decided in a court in England and Wales and falls outside the jurisdiction of the **small claims court**.

Insured Events

1 Uninsured Loss Recovery

An event causing damage to the **insured vehicle** and/or personal property in or on it

*however, the **insured** is not covered for any claim arising from or relating to*

- i) a contract
- ii) defending any action.

2 Personal Injury

An event causing the **insured** personal injury whilst in or on an **insured vehicle**

*however, the **insured** is not covered for any claim arising from or relating to*

- i) a contract
- ii) defending any action.

3 Motoring prosecution

A motoring prosecution brought against the **insured**

*however, the **insured** is not covered for any claim arising from or relating to*

- i) driving without motor insurance or a valid driving licence
- ii) parking offences.

4 Contract

A dispute arising out of an agreement or alleged agreement in respect of a motor **vehicle** which has been entered into by the **insured**

*however, the **insured** is not covered for any claim arising from or relating to*

- i) loans, credit agreements or any other financial products
- ii) the **insured's** profession, employment or venture for gain *other than* the **insured's taxi, private hire or public service vehicle business**
- iii) a settlement due under an insurance **policy**.

5 Licence

An appeal or representation to the local licensing authority or Public Carriage Office by **you** following an act or omission or alleged act or omission which leads to the suspension of, revoking, altering the terms of or refusal to renew **your** licence

*however, **you** are not covered for any claim arising from or relating to*

an original application or application for renewal.

Section 4 - Road rescue

This section of the **policy** is underwritten by **the insurer**, Europ Assistance Insurance Limited and administered by Auto Legal Protection Services Limited (ALPS).

Section Definitions

ALPS	Auto Legal Protection Services Limited, P.O. Box 115, Congleton, Cheshire CW12 3FL. Authorised and regulated by the Financial Services Authority, Register No 300906.
Breakdown/break(s) down	Mechanical and electrical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery or accidental damage to tyres occurring during the period of insurance .
Repatriation/repatriate	The moving of a vehicle which is not roadworthy by road transporter from abroad to your home or designated garage in the United Kingdom .
Service providers	The garages, breakdown/recovery contractors, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for by Europ Assistance on your behalf.
The insurer/Europ Assistance/we/us/our	Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Authorised and regulated by the Financial Services Authority, Register No 202846.
The party/your party	You and the passengers in the vehicle .

Section Conditions

Failure to follow any of the following Section Conditions may lead **the insurer** to cancel this section of the **your policy**, refuse a **claim** or withdraw from an ongoing **claim**. Should this occur, **the insurer** also reserves the right to recover any incurred **legal costs and expenses** from the **insured**.

1 Your responsibilities

You must

- i) as soon as **you** can, report any **claim** to **us** (for full details, see If **you** break down on pages 35 to 39) and also to **Tradex**, where there is damage to the **vehicle** covered under Section 2 – Your Vehicle (for full details, see Making a claim on pages 43)
- ii) not authorise repairs or make arrangements for services without the prior authorisation of **us** and/or **Tradex**
- iii) not behave in a threatening or abusive way to **us** or any **service provider** as, if **you** do, all benefits and services under this section will be refused
- iv) if requested, return the completed claim form and original receipts to **us**, if possible, within 28 days of the **breakdown** or incident
- v) send **us** all relevant original receipts (not photocopies) to substantiate **your claim** as **we** may refuse to pay **your claim** if **you** are unable to produce these
- vi) within 7 days of any request from **us**, send **us** copies of any European accident statements (called a “Constat d’amiable” in France) and/or any police reports should **you** make a **claim** following a road traffic accident.

2 Obtaining authorisation for repair or repatriation

- i) Damage covered by Section 2 – Your Vehicle
If **your vehicle** is damaged in a road traffic accident or by fire, break-in, theft or attempted theft or any other damage covered by Section 2 – Your Vehicle, **you** must also report the damage to the Tradex First Response Helpline as soon as **you** can (see page 20). **Tradex** will decide whether to authorise repairs, **repatriate** the **vehicle** or declare **your vehicle** a **total loss**. **We** will be unable to **repatriate** the **vehicle** without specific authorisation from **Tradex**.

- ii) Other damage
Where cover is provided by this section of the **policy** only, **we** alone will decide whether to authorise repairs or to **repatriate** the **vehicle**.

3 Service providers

The **service providers** are not agents of or approved by **Europ Assistance**. **We** cannot be held liable for acts or omissions of any **service provider** or other third party. **You** and/or **Tradex** are responsible for authorising repairs to **your vehicle** and making sure that these are carried out to **your** satisfaction.

4 Repayment of costs

If required by **us**, **you** must repay

- i) any costs **we** have paid which are not covered
- ii) the cost of any spare parts supplied.

5 Unforeseeable losses or events

We will not pay for any unforeseeable losses, **consequential losses** or losses not caused directly by **us** *unless* specifically covered by the terms and conditions of this **section**. This does not

- i) affect **your** right to take legal action to claim compensation in relation to any service **we** provide
- ii) apply to any death or personal injury **claim**.

We cannot guarantee the provision of any benefits and services in circumstances beyond **our** reasonable control or the reasonable control of any **service provider** which prevents **us** or them from providing that benefit or service.

Section Exclusions

This section does not cover

- 1 any **vehicle** being driven and/or used *other than*
 - a) by the persons and in the way specified in the **schedule** and **certificate of motor insurance**
 - b) in full accordance with the terms, conditions and exclusions of Sections 1 and/or 2 *except* as specifically varied in this section
 - c) in the **territorial limits** and any other country in which this **policy** is operative at the time of the **breakdown**
- 2 any **breakdown**
 - i) occurring during the first 24 hours of the first **period of insurance** *other than* Insured Event 1 where cover applies from inception
 - ii) whilst the **vehicle** is being driven and/or used as a **taxi**, **PHV** or **PSV** outside the **United Kingdom** *other than* in the Republic of Ireland and then only if **your business** is based in and operates from Northern Ireland
 - iii) used as a way to avoid paying repair costs
 - iv) caused by or resulting from
 - a) the **vehicle** running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) **your** failure to have the **vehicle** serviced in line with manufacturer's guidelines
 - f) the towing or transport of any **vehicle**, **trailer** or caravan which, in **our** reasonable opinion, is loaded beyond its legal limit
 - v) resulting from participation in a motor sport event taking place
 - a) off the road and/or not subject to the normal rules of the road including off road rallies
 - b) on a permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park and the Nurburgring Nordschliefe) or rally circuit
however vehicles participating in treasure hunts, touring assemblies or navigational road rallies which take place on the road and comply with the normal rules of the road are covered
 - vi) resulting from contaminated fuel *however* **we** will arrange for **your vehicle** to be taken to a local garage for assistance but **you** will have to pay for any work which has to be carried out

- 3 missing or broken keys *however* if appropriate, **we** will arrange for roadside assistance and local recovery but **you** will have to pay any costs incurred including any damage to the **vehicle**
- 4 any **vehicle**
 - i) which, according to **our service provider** or which, in **our** reasonable opinion, was broken down or not roadworthy when the **policy** was effected or renewed
 - ii) carrying more persons than recommended by the manufacturer or permitted elsewhere in this **policy**
 - iii) which is unattended or a hire **vehicle**
 - iv) being demonstrated or delivered by motor traders or used under trade plates
 - v) in a position where it cannot be worked upon, towed or where its wheels have been removed *however* **we** can arrange to rectify this but **you** will have to pay any costs incurred
 - vi) caravan or **trailer** weighing more than 3,500kg (3.5 tonnes)
- 5 any caravan or trailer over 8 metres long and 2.3 metres wide
- 6 the cost of
 - i) ferry crossings, road toll and congestion charges
 - ii) parts, fuel, specialist equipment and other supplies
 - iii) any **vehicle** storage charges levied
 - iv) labour at any garage to which the **vehicle** is taken *other than* as provided for elsewhere in this section
 - v) rectifying failed or partially effected repairs
 - vi) replacing tyres, windows and keys
 - vii) any transportation, accommodation or care of any animal
 - viii) any item, benefit or service
 - a) not arising directly from the **breakdown** **you** are claiming for
 - b) which exceeds the limits set out elsewhere in this section
 - c) not authorised by **us**
 - ix) a second call out if **we** consider that the fault which caused the first **breakdown** had not been properly repaired
- 7 any losses caused by a delay, whether or not the benefit and/or service is being provided by **us** or a **service provider**
- 8 any **claim**
 - i) caused directly or indirectly by the effect of intoxicating liquors or drugs
 - ii) which **you** have made successfully under Section 2 of this **policy** or any other **policy** of insurance *however*, where the value of **your claim** is more than the amount **you** can get from the other insurance, **we** may agree to pay the difference subject to the limits, terms, conditions and exclusions of this section
- 9 any personal effects, valuables or luggage left in or on **your vehicle, trailer, boat, caravan** or any other item being towed by or used in conjunction with the **vehicle**
- 10 any animal or livestock in the **vehicle** at the time of the **breakdown** and, if **we** agree to provide it, during onward transportation.

The Cover

We will, following **breakdown** and subject to the number of call outs per **vehicle** permitted in any one **period of insurance**, pay up to the limits specified under each Insured Event shown as operative in the **schedule**

Period of insurance	Number of permitted call outs
12 months	6
6 months	3
3 months	2

We will also provide cover for

1 Towing

Any caravan, horsebox or **trailer** attached to the **vehicle** at the time of the **breakdown** will be recovered to the same destination as the **vehicle**.

2 Message relay

We will, following **your** reporting a **breakdown**, relay up to two telephone messages to family members, friends and/or **business** associates to advise of unforeseen travel delays.

3 Keys locked inside your vehicle

If your keys are inadvertently locked in **your vehicle**, we will arrange for a **service provider** to attempt retrieval *however* the cost of repairing any resultant damage is not covered.

4 Spare parts dispatch

If, following a **breakdown**, **your vehicle** needs mechanical or electrical parts which are unavailable locally and without which the **vehicle** cannot be returned to a roadworthy condition, we will pay up to £500 for the

- i) resulting freight, handling and ancillary charges
- ii) the fare for one person to collect the parts from an appropriate railway station or airport

but not

the cost of parts themselves which must be paid for by **you**.

5 Motorcycles and mopeds

Following the **breakdown** of **your motorcycle** or **moped**, we will provide a hire **car** or alternative transport whichever is most suitable

but not

a **trailer** for onward transportation.

6 Caravans and trailers

A caravan, **trailer**, horsebox or other object being towed is covered *provided that*

- i) its overall dimensions are no more than 8m long including tow bar, 3m high and 2.3m wide
- ii) a spare wheel is being carried
- iii) the towing weight limits have not been exceeded
- iv) **you** obey any applicable laws in the **United Kingdom** and/or **territorial limits**.

We are unable to arrange a replacement if **repairs** to the caravan, **trailer**, horsebox or other object being towed cannot be completed by the end of the trip. If Part B - European Road Rescue is operative, it may become necessary to arrange for a towing **vehicle** to **repatriate** the caravan, **trailer** or other object if it cannot be repaired abroad by **your** return date.

Part A – United Kingdom

If you break down in the United Kingdom

If you break down in the United Kingdom
telephone Tradex Westminster Road Rescue on 0800 358 6095
(See page 37 for how to deal with a breakdown in Europe)

- 1 Advise the operator that **you** are a Westminster Tradex policyholder.
- 2 Quote **your vehicle** registration number and provide a description, if required.
- 3 Give the **vehicle's** location and the nature of the fault.

We will advise **you** how to proceed and what form of assistance would be the most appropriate.

It is essential that **you** call the helpline before making any arrangements as any costs incurred without prior authorisation will not be reimbursed.

If **we** arrange a hire car, the provision of spare parts or services which are not covered or which exceed the limits set out in the Insured Events, the operator will ask **you** to provide **your** credit or debit card details. Without these details, **we** will not be able to provide certain of the services **you** may require.

Important: If there is damage to **your vehicle** for which **you** have cover under Section 2 – Your Vehicle, **you** must report it to the Tradex First Response helpline as well (see page 43).

Insured Events

Insured Event I- Roadside Assistance applies to all **policies** and **your schedule** will show which other Insured Events are in force.

I Roadside Assistance

If, following a **breakdown** in the **United Kingdom** or; if **your business** is based in Northern Ireland, the Republic of Ireland, **you** are stranded on a public highway or other road or area to which the public has the right of access, **we** will send a contractor to try to repair **your vehicle**

but not if

- i) the **breakdown** occurs within a ¼ mile of **your home** or the address at which **you** normally keep the **vehicle**
- ii) **your taxi, PHV or PSV** is being driven and/or used in the Republic of Ireland for any purpose *other than* in connection with **your business**.

If the **vehicle** cannot be repaired at the roadside or the contractor considers that repairs are unwise or cannot be completed within a reasonable time, the **vehicle** and **your party** will be taken to a destination of **your** choice within a radius of 10 miles of the **breakdown** or; if **you** have no preferred destination, to a nearby garage. If **you** wish the **vehicle** to be taken to any destination outside the 10 mile radius, **you** will have to pay the additional towing costs incurred.

In addition, if the **vehicle** has to be left at the garage to which it has been towed, **we** will reimburse the cost of taxi fares for up to 20 miles from the garage *provided that* **you** submit the original receipt when **you** make the **claim**.

2 National Recovery

In addition to the cover provided by Insured Event I, Roadside Assistance, **we** will provide the benefits stated below *provided that*

- i) the benefits are arranged at the time of the **breakdown**
- ii) **you** pay for any extra or additional transport or hotel costs incurred

but not if the breakdown occurs

- a) within a ¼ mile of **your home** or the address at which **you** normally keep the **vehicle**
- b) whilst **your taxi, PHV or PSV** is being driven and/or used in the Republic of Ireland for any purpose *other than* in connection with **your business**
- c) on international waters.

A Vehicle Recovery

If

- i) **your vehicle** cannot be repaired locally in what **we** consider to be a reasonable time
 - ii) **you** cannot complete **your** trip because **you** are ill and no other member of **the party** can drive the **vehicle**
- the **vehicle** and **your party** will be taken either to **your home** or to a different single address

provided that

- a) if, due to the number of people in your **party**, more than one **vehicle** is required, passengers under the age of 16 must be accompanied by an adult
- b) if **you** are ill, **you** provide **us** with a doctor's medical certificate confirming **your** inability to drive.

B Onward Transportation

Once **we** have decided that **your vehicle** cannot be repaired locally, **you** are entitled to reimbursement of up to £150 a person and a maximum of £1,000 whichever is less, for either

Alternative transport – standard class rail or other transport of **our** choice for **your party** to reach the end of their journey
or

Hotel accommodation – one night's bed and breakfast for **your party** in a hotel of **our** choice

C Special medical assistance

We will arrange and pay for one night's bed and breakfast for **your party** in a hotel of **their** choice if **you** or one of **your party** is taken into hospital more than 20 miles from **home**.

Once medical permission has been given, **we** will also arrange for an ambulance to take any patients to a local hospital near their **home**

but not

if the hospital visit is planned.

3 Doorstep

Benefits under Insured Event 2, Roadside are extended to include

- i) **breakdown** within a ¼ mile of **your home** or the address at which **you** normally keep the **vehicle**
- ii) standard class rail or other transport of **our** choice for up to £150 a person and a maximum of £500 whichever is less for **your party** to reach the end of their journey if **we** decide that **your vehicle** cannot be repaired locally.

Part B – European Road Rescue

Your **schedule** will show whether this Part is in force.

If you break down abroad

If **you break down** or if the only qualified driver is medically unfit to drive, please follow these simple steps

- **You must** use the roadside emergency telephones if **you break down** on a continental motorway or service area.
- In all other instances or as soon as **you** are able, **you** must telephone

Tradex Westminster Road Rescue on +44 1444 442 439

- 1 Advise the operator that **you** are a Westminster Tradex policyholder.
 - 2 Quote **your vehicle** registration number and provide a description, if required.
 - 3 Give the **vehicle's** location and the nature of the fault.
- **You must** call the helpline before making any arrangements as any costs incurred without **our** prior authorisation will not be reimbursed. **We** will advise **you** how to proceed and what form of assistance would be the most appropriate. In some instances, **we** will also, at our sole discretion, decide which course of action to adopt *but* **we** will take **your** preferences into account.
 - If **we** arrange a hire car, the provision of spare parts or any other services which are not covered or which exceed the limits set out in the Insured Events, **you** will be asked to provide your **credit** or debit card details to **us**. Without these details, **we** will not be able to provide certain of the services **you** may require.

Insured Events

We will pay up to £2,500 for any one **breakdown** subject to the limits for the benefits and services outlined below.

A Pre departure services in the United Kingdom

If, following a **breakdown** of **your vehicle**, **you** are stranded on a public highway or other road or area to which the public has the right of access either on the outward journey from **home** to **your** point of departure or on the inward journey from **your** point of entry back to **your home**, **we** will extend the cover provided in line with any Insured Event shown as operative in the **schedule**.

In addition, if **we** confirm that **your vehicle** cannot be repaired within 24 hours, **we** will pay a contribution of up to £500, towards the cost of a self-drive hire **car(s)** including collision damage waiver and, if required, a replacement Green Card so that **you** can complete the planned journey.

B Services whilst travelling abroad

We will pay for

- 1 attendance of a **service provider** to try to repair the **vehicle** at the roadside or tow it from the place of **breakdown** to the nearest local repairer
- 2 either
 - i) a contribution of an equivalent value of £100 towards labour charges if the garage can repair the **vehicle** on the same day
 - or
 - ii) inspection fees to confirm that the **vehicle** cannot be repaired by **your** return travel date
- 3 storage charges for the **vehicle** whilst awaiting repair or **repatriation**
- 4 the cost of wheel changes *but not* replacement tyres

excluding

- a) any labour costs *other than* those incurred at
 - the roadside
 - a garage as allowed for under 2i) above
- b) any labour and repair costs if the **vehicle** was in a road traffic accident, damaged by fire, stolen or is a **total loss**
- c) the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the same day.

In addition and *provided that*

- i) **we** confirm that the **vehicle** cannot be repaired within 12 hours of the **breakdown** being notified
- ii) **we** confirm that **repatriation** and/or collection is necessary
- iii) the **vehicle** has been stolen and not recovered within 24 hours of **your** reporting the matter to the police

we will pay

I Additional accommodation expenses, journey continuation or return home

£1,000 per **breakdown** for any

- i) necessary additional room only accommodation expenses **you** incur whilst **you** wait for **your vehicle** to be repaired or repatriated
- or
- ii) travel expenses **you** incur to enable **you** and **your party** to either continue the planned journey or to return **home** by a direct route including, but not restricted to, self-drive car hire including collision damage waiver and, if required, replacement Green Card, second or standard class rail travel or a combination of both.

2 Repatriation or vehicle collection

- i) the cost of **repatriation**
- or
- ii) up to £750 for one person to collect **your vehicle** if it was left abroad to be repaired, made up of
 - standard or second class rail fares and other public transport fares necessary to reach the place of collection
 - any additional homeward cross channel ferry or rail fares incurred to enable **you** or the person nominated by **you** to bring the **vehicle** back to the **United Kingdom** *provided that* the cost of any additional fares is calculated by deducting the value of the unused homeward portion of your original ticket from the cost of the new ticket
 - up to £30 per night for single room only hotel accommodation to enable the journey to be completed

excluding

- a) any other costs and expenses incurred
- b) self-drive hire car costs incurred
 - beyond any period agreed by **us**
 - if the **vehicle** is left at a different location from that agreed
 - for the **vehicle** to be collected
 - if a **vehicle** hired abroad is dropped off in the **United Kingdom**
 - for insurance cover
- c) the cost of **repatriation** if **your vehicle** if that cost exceeds its **total loss** value
- d) any costs incurred after **we** or **Tradex** have declared the **vehicle** a **total loss**
- e) any **claim** where Customs in any country find that the contents of your **vehicle**, caravan or **trailer** are illegal.

3 Replacement driver

the cost of providing a replacement driver to take **your vehicle** and **your party** to **your** destination or **home** if **you** are the only qualified driver in **the party** and declared to be medically unfit to drive by a registered doctor

excluding

more than one **claim** per journey abroad.

Important notes

Breakdowns on continental motorways (including service areas)

When **you** use the roadside emergency telephones, **you** will be connected to the police or an authorised motorway service who will send a **breakdown** recovery vehicle. However, recovery will only be to the recovery company's own depot. If they cannot repair **your vehicle**, please telephone Tradex Westminster Road Rescue on the above number as soon as **you** can and, if possible, from the recovery company's depot.

Whilst **you** may have to pay labour and towing charges on the spot (an authorised tariff is normally applicable), the costs are covered and **you** should obtain a receipt to claim a refund when **you** return **home**.

Obtaining authorisation for repair or repatriation

Damage covered by Section 2 – Your Vehicle

If **your vehicle** is damaged in a road traffic accident or by fire, break-in, theft or attempted theft or any other damage covered by Section 2 – Your Vehicle, **you** must also report the damage to the Tradex First Response Helpline as soon as **you** can (see page 20). **Tradex** will decide whether to authorise repairs, **repatriate** the **vehicle** or declare **your vehicle** a **total loss**. **We** will be unable to **repatriate** the **vehicle** without specific authorisation from **Tradex**.

Other damage

Where cover is provided by this section of the **policy** only, **we** alone will decide whether to authorise repairs or to **repatriate** the **vehicle**.

Mobile and car phones

We will not reimburse the cost of any telephone calls (including mobile phone calls) **you** have to make. It may not be possible for **our** control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. **You** should also be aware that some service providers charge for calls to freephone numbers.

The regulations on the use of mobile and car phones varies from country to country. Please check with **your** mobile phone service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

Repatriation

Repatriation usually takes 10-14 working days for delivery to a **United Kingdom** address from most west European countries but, at busy times and from east European countries, it may take longer:

Any fitted roof box, bicycle, luggage or ski rack must be removed and placed inside the **vehicle** and any keys left with **your vehicle** keys.

Section 5 - Driver's Personal Accident

This section of the **policy** is underwritten by **the insurer**, Equity Red Star and administered by **Clegg Gifford**.

Section Definitions

Accident	Any bodily injury caused by a sudden, unexpected, specific and identifiable event.
Assault	A sudden, unexpected, unusual, specific and identifiable attack by an assailant deliberately intended to cause bodily injury .
Bodily injury	A physical injury arising solely and independently from accident or assault which, within 12 months from the date of the injury, results in an insured person's death or disability.
Clegg Gifford/us	Clegg Gifford & Co. Ltd., 128/129 Minories, London EC3N 1PB which has effected and signed this policy on behalf of the insurers in accordance with the authorisation granted under contracts issued by them to us . Clegg Gifford & Co. Ltd. is authorised and regulated by the Financial Services Authority. Register no. 311900.
Insured person	Any driver named in the schedule and certificate of motor insurance who is driving, using or getting into or out of your taxi, PHV or PSV in the United Kingdom or; if you are based in and operate from Northern Ireland, in the Republic of Ireland.
Loss of limb(s)	Loss by physical severance of a hand or foot or the total loss of use of an entire hand or foot.
Loss of use	The total, irrecoverable and permanent loss which is continuous for 12 months and beyond the possibility of improvement.
Permanent total disablement	Permanent disability which, after 12 months entirely prevents the insured persons from pursuing any business or occupation of any or every kind and which, in the opinion of a medical referee, is beyond the possibility of improvement.
The insurer/them	Equity Red Star, managed by Equity Syndicate Management Ltd, Library House, New Road, Brentwood, Essex CM14 4GD, is authorised and regulated by the Financial Services Authority. Register number 204851. Equity Red Star is made up of Lloyd's underwriters each of which is only liable for their own share of the risk and not for the share of any other. Their names and percentage share each has taken on is available on request.

Making a claim

As soon as you can, please telephone our
First Response Helpline on 0845 373 1300
(or, if telephoning from abroad, +44 207 001 9200)
so that we can make all necessary arrangements for you
Opening hours: 9am to 5pm Monday to Friday and 9am to 3pm, Saturday

The Cover

The insurer will pay the amounts detailed below if an **insured person** suffers death or **bodily injury** directly as a result of **accident** or **assault** during the **period of insurance**

1	Death	£100,000
2	Total and irrecoverable loss of sight in one or both eyes	£100,000
3	Loss of limb(s)	£100,000
4	Permanent total disablement	£100,000

provided that

- a) the maximum amount payable to any one **insured person** is £100,000 *other than* where the consequences of **bodily injury** are aggravated by any pre-existing condition or physical disability in which case the payment will be the amount **the insurer** considers would have been reasonable had such aggravation not occurred
- b) an **insured person**
 - i) is no more than 75 years old at the time of the **accident** or **assault**
 - ii) agrees to be placed under the care of a qualified medical practitioner throughout any period of disability
 - iii) submits, at **the insurer's** expense and whenever required by **them**, to medical examinations

Section exclusions

This section does not cover

- 1 **bodily injury** arising out of the **insured person** driving, using or getting onto or off a **motorcycle** or **moped**
- 2 deliberate exposure to exceptional danger except in an attempt to save human life
- 3 provoked **assault** or fighting *except* in bona fide self defence
- 4 the **insured person** committing or attempting to commit suicide or intentional self injury whether sane or insane.

Advice if you have an accident

Being involved in an accident can be traumatic. The following steps will help you with some of the practical steps you will need to take to ensure that you do not unintentionally break the law and to assist us in settling your claim as quickly and efficiently as possible.

You must

- not drive away – you must stop and stay at the scene for a reasonable time if anyone other than you is injured, another vehicle or someone else's property is damaged or an animal (except one in your vehicle or trailer) is killed or injured
- give your vehicle registration number, your name and address, that of the vehicle owner (if different) and your insurance details to anyone with reasonable grounds for asking for them
- if there has been an injury, show your certificate of insurance and, if requested to do so, your licence, to the police
- if you do not exchange or provide these details at the scene, you must report the accident at a police station or to a police officer as soon as you can and in any case within 24 hours
- if you don't have your certificate of insurance at the scene of the accident, you may take it to a police station you nominate when you report the incident within seven days- note that reporting the accident to the police by telephone is not sufficient and you cannot ask someone else to report it for you.

At the scene

Make a written note of

- the names and addresses of the people involved including passengers and any independent witnesses
- details of the other vehicles involved including the
 - registration numbers
 - other drivers' motor insurance details
 - passengers in the other vehicles
- the time and place of the accident
- the condition of the road e.g. wet or greasy and any skid marks
- if it is dark or the visibility is poor, the lighting
- the extent of injuries suffered
- details of the damage to other vehicles and property
- a rough sketch of the accident including the position of your vehicle at the time of impact
- if applicable, the name and number of the police officer in attendance.

Please do not

- admit responsibility, negotiate any payment or refuse any claim without our written consent
- drive your vehicle if it is not roadworthy.

After any other incident

Please do

- tell the police immediately about all incidents of
 - theft, attempted theft or vandalism
 - loss, damage or injury caused by malicious persons
- make a note of the name and number of the police officer and the crime number, if applicable
- produce your certificate of motor insurance and driver's licence on request

Important notice - Please read

We strongly recommend that you keep a record of all information given to us and your intermediary, including telephone calls, copies of all letters, emails and the proposal form you completed.

Material facts and changes

It is essential that you both provide all material facts and advise us of any changes which may affect this policy after its commencement. If you are in doubt as to what constitutes a material fact, you should disclose it as failure to do so may invalidate your policy or result in it not operating fully. It is an offence to deliberately make false statements or withhold information in order to obtain a Certificate of Motor Insurance. Here are some examples of changes we should be told about

- a change or addition of a vehicle
- any alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- a change of address
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- a change in the purpose for which you use the vehicle.
- a change in the person who uses the vehicle most.
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking.
- details of any county court judgements, criminal convictions, charges or cautions, bankruptcy or insolvency against you or any person allowed to drive the vehicle
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle
- details if you or any other person allowed to drive the vehicle suffers from a disease or physical infirmity of which the DVLA are or should have been made aware such as diabetes, epilepsy or a heart condition.

Data protection – information uses

For the purposes of the Data Protection Act 1998, Tradex Insurance Company Limited is the Data Controller for any personal data you supply. You may, with limited exceptions and on payment of an appropriate fee, access and, if necessary, have corrected the information held about you. Should you wish to have such access, please write to The Compliance Officer, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL. We will, on request, supply details of the databases, registers and agencies which we contribute to or access.

Motor Insurance Database

It is now a legal requirement that your policy details and registrations of the vehicles you own are added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for Electronic Vehicle Licensing, by the police to establish whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and for preventing and detecting crime. If you are involved in an accident whether in the United Kingdom or abroad, other United Kingdom insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. For more information, please refer to General Condition 19 on page 11, contact us or look at the MIIC website on www.miic.org.uk.

Sensitive data

Tradex as well as other participating insurers and suppliers may need to collect data which the Data Protection Act defines as "sensitive" such as criminal convictions or medical history in order to assess your renewal, make changes to your policy or to administer claims. The fact that this policy is operational signifies your consent to the information being used in this way.

Marketing

Tradex, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Marketing Director, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL.

Administration and regulatory compliance

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance intermediary
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew this insurance or make a claim.

Fraud detection and prevention

Tradex, other participating insurers and/or their agents may, in order to detect and prevent fraud

- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders
- pass claims information to the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS) and the Motor Insurance Anti Fraud and Theft Register run by the Association of British Insurers (ABI)
- validate your claims history or that of any insured person or property involved in the policy or a claim.

Complaints

Sections 1 - 4

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you. The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly. Please remember to quote your name as shown on your current schedule and the policy number in all correspondence and telephone calls

In the first instance, we would encourage you to notify your usual contact and ask for your complaint to be investigated. Alternatively, please telephone or write to our Customer Relations Manager at

Victory House, Selsdon Way, London E14 9GL

Tel: 020 7001 9200

If we cannot resolve your complaint immediately, we will acknowledge it within 5 working days. It will then be investigated. We will, within 4 weeks, either discuss our findings with you or advise you of the outcome of our initial investigation and outline our proposal for resolving the matter. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response.

Section 5 - Personal Accident only

If you feel we have not dealt satisfactorily with a specific complaint you may write to the Chief Executive Officer at

Equity Red Star, 52 Leadenhall Street, London EC3A 2BJ

If you remain dissatisfied, you may ask Lloyd's to review your case by contacting

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Tel: 020 7327 5693

Email: complaints@lloyds.com

Complaints to the Financial Ombudsman Service (FOS)

If you are unhappy with the delay, the way your complaint has been handled or if it has not been resolved to your satisfaction, you may refer it to the Financial Ombudsman Service, an independent body at

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 0801800

Email: enquiries@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Whilst the insurers are bound by the decision of the Financial Ombudsman Service, you are not and your right to take legal action is not affected.

Financial Services Compensation Scheme

As all the insurers participating in this insurance are authorised by the Financial Services Authority (FSA), you are protected by the Financial Services Compensation Scheme (FSCS) which acts as a safety net in the unlikely event that they are unable to pay claims due to insolvency. For cover required by the Road Traffic Acts, you would be covered in full for any claim. For any other type of claim, the FSCS will meet the first £2,000 and then 90% of the balance, in both cases without any upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsocken Street, London E1 8BN.



Tradex Insurance Company Ltd, Victory House,
7 Selsdon Way, London E14 9GL, Claims Line 0845 373 1300

Tradex Insurance Company Ltd is authorised and regulated by the Financial Services Authority

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