

TrWi

Tradewise

Downunder Insurance

dü INSURE .com



YOUR INSURANCE

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

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

The parties to this **Document of Insurance** are **You** and **Us**. Nothing in this **Document of Insurance** shall create any rights in third parties under the Contracts (rights of Third Parties) Act 1999 and no variation to this **Document of Insurance**, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this act.

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

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

In order that this contract may be issued as evidence of the policy of insurance, the **Insurer** mentioned in your **Certificate of Motor Insurance** has entered into an agreement. This agreement empowers Tradewise Insurance Company Limited to issue this document.

DEFINITION OF WORDS

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

1. **Insurer/We/Us/Underwriters/Company** shall mean Tradewise Insurance Company Limited and authorised Co-Insurers, details of which are available on application.
2. **You/Your/Insured/Policyholder** shall mean the person(s) named in the
3. **Document of Insurance** shall mean this document, including the **Schedule**.
4. **Your Car/Van/Insured Vehicle** shall mean the motor car, van, campervan, motorhome, converted van or pick up (capable of carrying no more than 8 persons, inclusive of driver), including its standard accessories/spare parts and the manufacturer's standard fitted audio equipment or other similar equipment. Where any conversion has taken place to transform the **Insured Vehicle** to a campervan, **Underwriters** will require evidence that the relevant Authority or Agency has been notified and the appropriate document(s) issued.

All modification(s) will be subject to the **Underwriters** approval and acceptance, prior to the issue of cover.

5. **Key/s** shall mean any devices that provide entry to **Your Car** and allow **Your Car** to start and will include ignition activation devices, lock transmitters or central locking interfaces.
6. **Schedule** shall mean the **Schedule** to this **Document of Insurance**, containing details of the **Policyholder**, the premium paid, the period of insurance, the **Insured Vehicle** and cover provided. It may be replaced by an amended **Schedule** when there is a change to any details or terms.
7. **Endorsement** shall mean a change of or amendment to the terms of this Insurance.
8. **Market Value** shall mean the replacement value of **Your Car** for the same make and model of a similar age and condition and history as determined by reference to vehicle value publications.
9. **Excess** shall mean the first part of any claim for which the **Policyholder** is responsible.
10. **Certificate of Motor Insurance** shall mean the certificate required by law to certify the existence of the minimum compulsory Insurance. For details of the Insurance cover, refer to the **Document of Insurance** and **Schedule**.
11. **Road** shall mean any place that would be deemed to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document and in accordance with the Road Traffic Act
12. **Licence** Shall mean a Full Licence issued in the United Kingdom, Australia, New Zealand, South Africa, United States of America or Canada. The Licence having been held for a minimum of 12 Months, shall remain continuous throughout the duration of the policy. The **Insured** shall ensure that the **Licence** meets the legal requirements for any Country the **Insured Vehicle** enters.
13. **International Motor Insurance Certificate** shall mean the indemnity granted under this insurance that is operative while the **Insured Vehicle** is on or in transit to and from any Country specified (and not deleted) on such **International Motor Insurance Certificate** for the period of validity stated therein.
14. **Statement of Fact** shall mean:
 - a) The record of information supplied by **You** to **Us**.
 - b) The proposal form completed by **You** and signed by **You**.

15. **Accident** shall mean any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.
16. **Period of Insurance** shall mean the period specified in the **Schedule**.
17. **Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

DOWNUNDER POLICY DOCUMENT

The **Document of Insurance**, any **Endorsements** and the **Schedule** shall be considered together as one contract and any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it appears.

The **Insured** and the **Company** agree that:

1. The **Statement of Fact** and declaration by which **You** have applied to **Us** for this Insurance shall be incorporated into and form part of this contract.
2. **You** will pay the premium on demand.
3. **We** will provide Insurance subject to the terms of this Insurance whilst **Your Car** is:
 - a) Being used on any **Road** or temporarily garaged or parked during the course of a journey in or on any premises not owned by or in the occupation of **You** or any partner, director, employee or person named or described in the **Schedule**;
 - b) Garaged or parked at **Your** private residence as described in the **Schedule** and/or the **Statement of Fact**;
4. **Your Car** is owned by and registered to the **Policyholder** showed in the **Document of Insurance** who will also be the main driver of the vehicle.

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

5. The following shall be conditions precedent to any liability of the **Company** to make any payment under this **Document of Insurance**:
 - a) The observance of the terms and conditions of this **Document of Insurance** relating to anything to be done or complied with by **You** and other persons insured under this **Document of Insurance**.
 - b) The statements and answers given in the **Statement of Fact** and following a reasonable search of information are to the best of **Your** knowledge, correct, complete and representing a fair presentation of the risk to be insured.
 - c) The continuing need for full disclosure of any information which may alter or affect **Your** fair representation of the risk to be insured.

Your attention is drawn to the **Data Protection Notice**, starting on page 16 of this document, in relation to data sharing for the purpose of Fraud Prevention and Detection.

COVER APPLICABLE
(See latest **Schedule** issued)

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

RISK INSURED

Comprehensive (COMP)
Third Party, Fire & Theft (TPF&T)

Third Party Only (TPO)

SECTIONS WHICH ARE APPLICABLE

All Sections.
Sections 1, 2 (but solely in respect of damage or loss by Fire or Theft) 3, 4, 5 and 9 ONLY
Sections 1, 3, 4, 5 and 9 ONLY

SECTION 1 - LIABILITY TO THIRD PARTIES

1. Indemnity to **You**

a) **We** will indemnify **You** against **Your** legal liability in connection with the use of **Your Car** for damages and claimant's costs and expenses and all costs and expenses incurred with their prior written consent in respect of:-

- i. Accidental death of or bodily injury to any person or persons caused by or arising out of the use of **Your Car**;
- ii. Accidental damage to property (not belonging to or in the custody or control of **You** or being conveyed by or in **Your Car**) caused by or arising out of the use of any such vehicle (including the loading or unloading of such vehicle) but the indemnity against liability for such damage is limited to £20,000,000 including costs and all other associated expenses in respect of any one claim or number of claims arising out of one event.

b) **We** may at our option arrange for and pay the fee of a Solicitor to represent **You**:

- i. At any Coroners Inquest or Fatal Enquiry in respect of any death;
- ii. In any Court of Summary Jurisdiction in any proceedings in respect of any Act caused by or relating to any event which may be subject of indemnity under this Section.

We reserve the right to withdraw this at any time and relieve ourselves of any further liability under this clause upon payment of the expenses incurred to date.

This is on the provision that the person claiming indemnity has complied with the terms and conditions of the policy.

2. Indemnity to other persons

We will under the terms of Sub Section (1) indemnify:

- a) Any person driving **Your Car** on **Your** order or with **Your** permission provided they are named on your **Schedule**;
- b) At **Your** request any passenger who is in or mounting into or dismounting from **Your Car**.
- c) **Your** employer or business partner while **You** are driving or using the **Insured Vehicle** on his/her business PROVIDED this is permitted by the **Schedule** and/or **Certificate of Motor Insurance**

3. A legally appointed representative

In the event of the death of any person entitled to indemnity under this Section **We** will, in respect of the liability incurred by such person, indemnify **Your** legal representatives under the terms and conditions of this Insurance.

EXCLUSIONS TO SECTION 1

We shall not be liable:

1. Unless the person driving holds a **Licence** to drive such vehicle or has held and is not disqualified from holding or obtaining such a **Licence**.
2. Under Sub Section 2 or 3 to indemnify any person:
 - a) Unless they observe, fulfil and be subject to the terms, exclusions and conditions of this Insurance in so far as they can apply;
 - b) If they are entitled to indemnity under any other Insurance;
 - c) In the event of any claim which, if made against **You**, would not have been the subject of indemnity under this Insurance.
3. In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles.
4. Liability incurred by anyone entitled to protection under the liability section of any other Insurance.
5. Liability beyond the minimum requirements of the Road Traffic Act for loss or damage to any car or property belonging to, or in the care of, anyone entitled to claim protection under this Insurance.
6. In respect of damage to property belonging to or held in trust by or in the custody or control of **You**, **Your** passenger or of any person specified in the **Certificate of Insurance** and claiming indemnity under this Section or damage to any property being conveyed by **Your Car**.
7. In respect of damage to **Your Car** in connection with which indemnity is provided by this Insurance.
8. In respect of damage to any bridge, weighbridge, viaduct, **Road** or other surface over which **Your Car** is driven, or anything beneath such surface caused by the weight or vibration of **Your Car** or its load.
9. In respect of liability incurred by **You** arising out of the operation as a tool of trade of such motor vehicle or of plant forming part thereof or attached thereto.
10. In respect of death of or bodily injury to any person or damage caused by or arising out of or in connection with the bringing of a load to such vehicle for loading thereon or the taking away of any load from such vehicle after unloading therefrom.
11. In respect of loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from **Your Car**.
12. In respect of death or bodily injury to any person being conveyed in or on a semi-trailer as defined in the European Communities (Road Traffic) Regulations, 1992 (Statutory Instrument No. 347/1992) connected by any means whatsoever to **Your Car** which is being used in a public place.
13. Fines, penalties, punitive or exemplary damages.

SECTION 2 - LOSS OR DAMAGE TO YOUR CAR

We will indemnify **You** in respect of **Your Car** against:

1. **Accidental Damage (other than by Fire or Theft)** Loss of or damage other than by Fire or Theft as defined in Sub Section 2(Fire) or 3(Theft) of this Section.
2. **Fire** Loss or damage caused by Fire, Lightning, Self-ignition or Explosion.
3. **Theft** Loss or damage caused by Theft or Burglary or any attempt thereat.

We may at our own option repair, reinstate or replace **Your Car** or any part or accessory thereof. The amount of the loss or damage not exceeding the **Market Value** and in no event shall **We** be liable for a sum greater than the value advised to **Us**. **We** may also pay the cost of replacing **Your Car** or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming **Underwriters** property.

If to our knowledge **Your Car** is the subject of a Hire Purchase Agreement, payment shall be made to the owner described in the agreement whose receipt shall be a full and final discharge to **Us** in respect of such loss or damage.

CONDITIONS TO SECTION 2

1. **Repairs** - If **Your Car** is disabled by reason of loss or damage for which **We** are liable under this Section, **We** will bear the reasonable cost of safeguarding and for the removal of **Your Car** to the nearest competent repairer or to a suitable place for safety, together with the cost of redelivery of **Your Car** to **Your** address noted on the **Schedule**. **We** shall not bear the cost of any transit beyond the country in which the event giving rise to the claim occurred unless specifically agreed.

You may select **Your** own repairer and upon arrival of **Your Car** at the repairer's premises **You** shall obtain a detailed estimate of the cost of repairing **Your Car** and shall immediately submit same for approval to **Us**.

No new part or accessory shall be ordered or supplied without our prior written consent.

We reserve the right, if **We** or our representative consider the estimate forwarded unreasonable, to arrange for the removal of **Your Car** to other repairers.

When a new part or accessory is not obtainable from the Manufacturers (or in the case of a vehicle of foreign manufacture, is not obtainable in the United Kingdom at the time of the loss or damage), the **Underwriters** liability in respect of such damaged part or accessory, shall be limited to the Manufacturer's last list price.

We shall not be liable for any delay where new parts have to be obtained nor shall **We** be liable for loss of use of **Your Car** or any depreciation in value.

We may at our own option decide to fit replacement parts which have not been made by **Your Cars** manufacturer but which are of a similar standard.

2. Cover under this Section shall cease to be operative on payment of the full **Market Value**, when the salvage (if any) shall become the property of the **Underwriters**.

3. In the event that **Your Car** is stolen and remains unrecovered by the time agreement is reached as to a settlement value, it shall be a condition of any such settlement that **You** will complete the applicable Section of Form V5 (Vehicle Registration Document) transferring ownership of **Your Car** to **Us**, thus allowing the **Underwriters** to record its ownership of the vehicle with the licensing authority and to allow **Us** to retrieve and dispose of the vehicle to its best advantage in the event that the vehicle is, subsequent to settlement, later recovered.

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

EXCLUSIONS TO SECTION 2

We shall not be liable for:

1. Loss of use, consequential loss, depreciation, diminution of value following repairs, wear and tear, mechanical, electrical, electronic and computer breakdowns, failures or breakage.
2. Any part of the cost or repair which improves **Your Car** beyond its condition before the loss or damage occurred.
3. Any delay where new parts or accessories have to be obtained. Should any part or accessory be unprocurable the liability of the **Company** shall be limited to the Manufacturer's last list or published price for such part or accessory.
4. Damage to tyres by application of brakes or by road punctures, cuts or bursts or general wear and tear.
5. Loss or damage caused by an inappropriate type or grade of fuel being used in/on **Your Car**.
6. Loss, destruction or damage directly occasioned by pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Any loss of or damage to stereos or any other sound reproduction equipment, mobile telephones, citizens band radio and any other personal effects.
8. Any loss destruction of or damage to tools.
9. Any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery.
10. The loss of or damage to any equipment not permanently fitted to **Your Car**.
11. Damage by frost unless **You** have:
 - a) Added to the water in the water system anti-freeze solution and has maintained the solution in such proportion; or
 - b) When **Your Car** is not in use, completely drained the water from the radiator the cylinder block and the entire circulatory water system by all plugs or taps provided.
12. Loss or damage to **Your Car** by fire, self-ignition or explosion where such a loss or damage is caused by or arises from the carriage or use of any cooking or heating equipment (other than a mechanical unit utilising heat produced from the engine) unless a serviceable fire extinguisher of appropriate type is carried in **Your Car**.

13. Loss or damage to **Your Car** if such vehicle is a campervan, motorhome, converted van, by fire, self-ignition or explosion unless a serviceable fire extinguisher of appropriate type is carried in **Your Car** at the time of the loss or damage
14. Loss or damage caused by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on **Your Car** by **You** or by any person acting on **Your** behalf.
15. Loss of or damage to **Your Car** resulting from the theft or attempted theft when the ignition keys have been left in or on **Your Car** or if all the doors, windows and other openings have not been closed and locked.
16. The loss of or damage to keys belonging to **Your Car** or for the replacement of locks following the loss of keys.
17. Loss or damage occasioned by theft or attempted theft or any malicious act expedited by or in anyway brought about by **You**, any employee, partner, director, houseguest or any member of **Your** family including those in law.
18. Loss or damage of any **Insured Vehicle** by deception by a purported purchaser or agent.
19. Loss or damage to any **Insured Vehicle** resulting from theft or attempted theft by a prospective purchaser or agent.
20. Loss or damage to any **Insured Vehicle** whilst being towed, lifted or transported by the **Insured** or by any person named in the **Schedule** or **Certificate of Insurance**.
21. Loss or damage to any trailer and for goods carried on or within any trailer.
22. Loss or damage to **Your Car** if it is kept unattended within the Territorial Limits of the Policy, once You have departed the Territorial Limits for a period in excess of 30 days. Unless **Your Car** has been securely stored off **Road**, with the **Keys** removed and all applicable security measures being in operation for the entire period **Your Car** remains unattended.
23. Loss by theft to **Your Car** when parked or unattended where the valuation is shown as £45,000 or more on the **Schedule** and/or **Statement of Fact**, unless **Your Car** has an immobilising device, fitted and activated.
24. The first part of each claim (**Excess**) if **Your Car** is damaged (other than by Fire or Theft) and each and every occurrence of Loss or damage (other than by Fire or Theft). The amount of such **Excess** is specified in the Schedule.
This operates independently of and in addition to any other **Excess** which may be contained in this Insurance.
25. The first part of each claim (**Excess**) if Your Car is damaged or lost as a result of fire, lightning, explosion, theft or attempted theft. The amount of such **Excess** is specified in the Schedule.
This operates independently of and in addition to any other **Excess** which may be contained in this Insurance.
26. The first part of each claim (**Excess**) if **Your Car** is damaged whilst being driven by or in the charge of, for the purposes of being driven, a young or inexperienced person. The amount of **Excess** will be as follows:

Driver / Person in Charge:

a) Aged 20 – 24

Amount £250.00

This clause operates independently of and in addition to any other **Excess** which may be applied or which may be contained in this Insurance.

SECTION 3 - TOWING DISABLED VEHICLES

This Insurance shall be operative whilst **Your Car** is being used for the purpose of towing any one disabled mechanically propelled vehicle, trailer or caravan and **We** will indemnify **You** under the terms of Section 1 of this Insurance in respect of liability in connection with the towed vehicle, trailer or caravan (other than for hire or reward). Provided always that;

- a) **We** shall not be liable in respect of damage to the towed vehicle, trailer, caravan or property being conveyed by such vehicle.

SECTION 4 - EMERGENCY TREATMENT

We will indemnify any person as named in the **Certificate of Insurance** against legal liability under the Road Traffic Act to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of the Act applies.

SECTION 5 - LEGAL EXPENSES

We may, at **Your** request, arrange and pay legal defence costs up to a sum not exceeding £1000 in the event of proceedings for manslaughter or reckless or dangerous driving causing death being taken against any licenced driver in respect of any death which may be the subject of indemnity under Section 1 of this Insurance.

We reserve the right at any time to relieve ourselves of further liability in respect of such legal defence costs upon payment to **You** the amount of the **Underwriters** total liability as stated above less the costs and expenses incurred to date. This Section shall not apply:

- a) To any person under 21 years of age or over 65 years of age.
- b) To any person who has been previously convicted of manslaughter or causing death by reckless or dangerous driving or of driving under the influence of alcohol or drugs.

SECTION 6 - WINDSCREEN / WINDOW GLASS

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

There will be no limit on payment provided the work is carried out by one of our approved companies. If any other contractor is used, a limit of £250 (less **Excess**) will apply, unless a written estimate for repairs/replacement has been submitted and agreed by **Us**.

We may use parts that have not been supplied by the original manufacturer. If **You** insist upon parts supplied by the original manufacturer **You** will be required to pay for the difference in the cost of such parts.

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

PLEASE CALL 0344 620 1234 QUOTING YOUR POLICY NUMBER

EXCLUSIONS TO SECTION 6

The Insurance does not cover:

- a) The first £75 of each claim (**Excess**) if the windscreen/window glass is replaced. This **Excess** will not apply if the windscreen/window glass is repaired rather than replaced.
- b) Any windscreen recalibration costs.
- c) Damage to a sun-roof, glass roof, panoramic roof or windscreens, lights/reflectors or folding rear windscreen assemblies.
- d) Additional charges for non emergency work completed outside normal working hours.

SECTION 7 - PERSONAL ACCIDENT BENEFITS

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

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

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

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

EXCLUSIONS TO SECTION 7

The Insurance does not cover:

1. Anyone under the age of 21 at the date of the **Accident**.
2. Anyone over the age of 70 at the date of the **Accident**.
3. Any intentional self-injury, suicide or attempted suicide.
4. Death or bodily injury while under the influence of drink or drugs.
5. Further loss of or injury to any limb or eye which was defective prior to any **Accident** covered by this Insurance.

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

SECTION 8 - PERSONAL EFFECTS

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

The maximum amount payable for any one incident is £100.00.

EXCLUSIONS TO SECTION 8

We will not cover any loss or damage to:

1. Money, credit/charge cards, stamps, tickets, jewellery, portable audio and/or TV equipment, compact discs, cassettes, cameras, digital video disks (DVDs), documents or securities.
2. Mobile telephones, office and/or business equipment, trade goods or samples.
3. Computers and/or their components and/or their attachments and portable electronic equipment.
4. Property insured under any other Insurance.
5. Theft of property, if carried in an open top or convertible car.
6. Any claims where **You** have failed to take reasonable steps to safeguard the property.
7. Keys or for the replacement of locks following the loss of keys.

SECTION 9 - TERRITORIAL LIMITS & FOREIGN USE

1. Territorial Limits

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

2. Foreign Use

We will provide the full **Document of Insurance** cover for the entire period of Insurance whilst **Your Car** is being used in or transported by rail, sea or air between the Countries listed below.

- a) Any member of the European Union.
- b) Any other country for which the commission of the European Unicom is satisfied that arrangements have been made to meet the requirements of the EU Directives on insurance.
- c) Any other any Country specified (and not deleted) on the International Motor Insurance Certificate.

CONDITIONS APPLICABLE TO SECTION 9

1. **Your Car** must be taxed and registered in the UK.
2. **Your Car** must continue to meet any and all legislation (or other applicable regulations) in respect of any Country being visited / travelled through. Provided always that:
 - a) Your Car is insured against loss or damage by Section 2 of this **Document of Insurance**.
 - b) The contribution relates to the value of **Your Car** as agreed and shown in the **Schedule**.
 - c) **We** shall not be liable for Custom or Excise Duties or charges.

EXCLUSIONS TO SECTION 9

This Insurance does not cover:

1. **Your Car** unless it is being used for purposes described in the **Certificate of Motor Insurance** and **Schedule**.
2. **You Car** unless driven by / in the charge of **You** or a named driver, as shown on the **Schedule** and / or **Certificate of Motor Insurance**.
3. Loss or damage if the **Schedule** shows cover to be Third Party Only.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Insurance or any **Endorsement** thereon shall affect the right of any person indemnified by this Insurance or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Insurance operates relating to the Insurance of liability to Third Parties.

But **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

GENERAL EXCLUSIONS (Applicable to all Sections)

We shall not be liable in respect of:

1. Any **Accident**, injury, loss, damage or liability occurring whilst **Your Car** is being:
 - a) Used otherwise than in accordance with the "Limitations as to Use" specified in the **Certificate of Insurance**;
 - b) Driven by or is in the charge of for the purpose of being driven by any person who is not named on the **Certificate of Insurance** bearing the Document Number, and issued to **You** by the **Company** or is being used otherwise than within the "Limitations as to Use" specified in the **Certificate of Insurance** which is incorporated herein;
 - c) Used for Hire or Reward or is drawing any trailer except as provided in Section 3 hereof or otherwise endorsed hereon;
 - d) Used for any Competition, Rally or Trial; including the Nurburgring;
 - e) Driven by any person who does not hold a **Licence** to drive such motor vehicle unless such person has held and is not disqualified from holding or obtaining such a **Licence**;
2. Any **Accident**, loss, damage or liability:
 - a) Arising out of the explosion of the boiler of **Your Car** as described herein other than death or bodily injury caused by or arising out of the use of such vehicle on a road in Great Britain within the meaning of the Road Traffic Act;
 - b) For damage to property caused by sparks or ashes from **Your Car** or from any trailer or plant attached to or detached from such vehicle;
 - c) To **Your Car** arising out of or in connection with the obtaining of **Your Car** by deception or attempt thereat, fraud or trickery.
3. Any legal liability which attaches by virtue of any agreement or contract but which would not have attached in the absence of such agreement or contract.
4. Loss of, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss.
5. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), act of **Terrorism**, civil war, rebellion, revolution, insurrection or military or usurped power except as so far as is necessary to meet the requirements of the Road Traffic Act.
7. Any **Accident**, injury, loss or damage (except under Section 1) arising during (unless it be proved by **You** that the **Accident**, injury, loss or damage was not occasioned thereby) or in consequence of:-
 - a) Earthquake or;
 - b) Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

8. Any **Accident**, injury, loss, damage and/or liability (whether within the Road Traffic Act or not) caused, sustained or incurred whilst **Your Car**, with which Insurance and/or indemnity is granted hereunder is being used for:-
 - a) Public Hire, or for the carriage of passengers for Hire or Reward
 - b) Private Hire, or for the carriage of passengers for Hire or Reward
 - c) Carriage of goods of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against such vehicle in the **Schedule** contained in the **Statement of Fact** or thereafter as declared to and accepted by the **Company**.
 - d) Commuting to and from any place of work or employment.
9. Any injury, loss or damage caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by one incident at a specific time and place during the **Period of Insurance** and is sudden, identifiable, unintended and unexpected. The pollution caused by one incident will be considered to have occurred at the time the incident took place.
10. Any **Accident**, injury, loss, damage and/or liability of whatsoever nature whilst **Your Car** is in or on that part of an Aerodrome, Airport, Airfield or Military Base provided for:
 - a) The take off or landing of aircraft and for the movement of aircraft on the surface.
 - b) Aircraft parking across aprons including the associated service road, refuelling areas and ground equipment parking areas.
11. Bodily injury or loss of or damage to property caused by or through or in connection with anything sold, transported or supplied by or on behalf of **You** other than such injury or damage occurring due to an **Accident** to the conveying vehicle or due to accidental spillage of goods from **Your Car** or shifting of the load on **Your Car**.
12. Any **Accident**, loss, damage, injury or liability caused, sustained or incurred in respect of the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on **Your Car** by **You** or by any person acting on **Your** behalf.
13. Any **Accident**, loss, damage, injury or liability in respect of any motorised or towed caravan for:
 - (a) Any fire or explosion arising from the use of heating or cooking equipment;
 - (b) Any claim under Section 2 (Loss or Damage) to any contents or permanent fixtures and fittings.
14. Any claim under Section 1 of this Insurance, arising out of the carriage, preparation, sale or supply of any foods or drinks from **Your Car** or to any loss of or damage to food and drink arising out of the defect of any equipment used in connection with the carriage of food or drink.
15. Any **Accident**, damage or loss occurring whilst **Your Car** is being driven or used in an unroadworthy or unsafe condition or while it is carrying passengers or goods of such a number or such a weight or size or in such a way as is likely to impair the safe driving or control of **Your Car**, or is likely to cause damage to any person or property whether in or on **Your Car** or not.
16. Any loss or damage which at the time of the occurrence of such loss or damage is insured by or would be, but for the existence of this Insurance, insured by any other existing Insurance except in respect of any excess beyond the amount which would have been payable under such other Insurance had this Insurance not been affected.

Provided always that nothing in this Exclusion shall impose on **Us** any liability from which **We** would have been relieved under Exclusion 2. b) in Section 1.

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

18. **We** shall not be liable under this Insurance for any loss, damage or liability while **Your Car** is being driven by, or is in the charge of the person(s) named on the **Certificate of Insurance** if they are or have been convicted of a drink/drugs offence, or it is proven to the satisfaction of the **Company** that they were under the influence of drink/drugs at the material time.
19. Driving any vehicles, other than **Your Car** as shown on the **Certificate of Motor Insurance** and **Schedule**.
20. Any liability whatsoever arising out of the deliberate use of **Your Car** (including road rage incidents) caused by **You** and any person insured to drive as per the Person or Persons entitled to drive shown on the **Certificate of Insurance**:
 - a) To cause damage to other vehicles or property and/or
 - b) To cause injury to any person and/or to put any persons in fear of injury.

CLAIMS CONDITIONS

Applicable to all Sections

1. Provided it is permitted by relevant legislation, **We** may at any time pay **You** the amount of the **Market Value** (less any Policy **Excess** applying or any lesser amount for which in our opinion any claim or claims can be settled) and shall then cease to have the conduct and control of the claim or proceedings and shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which **We** are liable hereunder. **We** shall not be responsible for any loss which **You** may claim to have sustained by reason of **Us** having so acted.
2. Full details of any incident such as accident, fire or theft which may result in a claim under this Insurance shall be reported to the Claims Department as soon as reasonably possible on **0800 205 5506**.
3. Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to **Us** immediately upon receipt.
4. A fully completed report form and driving entitlement consent form (D796) or share code (or licence and passport copy if a UK Licence is not held) must be returned to **Us** upon request. Failure to do so may result in the cancellation of the policy.
5. **We** shall be given all information and assistance that maybe required in connection with any such incident or claim in respect thereof.
6. **We** shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry.
7. No admission of liability or offer or promise of payment shall be made without our written consent
8. The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.
9. In the event of damage to **Your Car** which is covered by this Insurance, **You** shall contact **Us** or our appointed representative immediately and our prior approval obtained in respect of any repairs to be undertaken.

10. In the event of a claim being settled on a total loss basis:

- a) **We** will require the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys for **Your Car**, the **Certificate of Motor Insurance** and any other documents required by **Us**.
- b) The remains of **Your Car** will become **Our** property for disposal in accordance with the Motor Conference Code of Practice or any other regulation or legislation applying at the time of such damage.

11. **We** shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this Insurance in the name of the person against whom the claim is brought.

12. **We** shall be permitted to take proceedings at our own cost to recover the amount of any payment made under this Insurance in the name of the **Policyholder** or other **Insured** person to whom payment has been made and shall be given their full co-operation in relation thereto.

13. **We** reserve the right to seek reimbursement from **You** for any increased compensation and/or costs incurred due to failure to complete paperwork and/or late notification of any incident.

14. **You** shall reimburse **Us** in respect of any amount not exceeding the aforementioned sum for which **We** make payment in respect of any claim which may be the subject of indemnity under the Insurance even though such payment may have been expressed to be made ex-gratia or without prejudice.

The expression 'claim' shall mean a claim or series of claims arising out of one event.

GENERAL CONDITIONS

Applicable to all Sections

1. Once **You** have entered into the Insurance contract with **Us**, **You** are entitled to a period of reflection (cooling off period) during which **You** may decide whether to proceed with the purchase of the Insurance Contract. The duration of this period of reflection is 14 days and commences from either:
 - a) The day the policy is incepted or renewed.
 - b) The day on which **You** receive the full contractual terms (**Document of Insurance, Schedule, Certificate of Motor Insurance**).

Whichever is the later.

You should serve written notice of cancellation to **Us** or your authorised broker/intermediary.

Cancellation within the 14 day cooling off period will be Pro-rata Plus Insurance Premium Tax (subject to a minimum charge of £35.00 Plus Insurance Premium Tax).

For short term policies (policies of 6 months or less) no refund applies if cancelled outside of the cooling off period.

Cooling off does not apply to Insurance Policies of 1 month or less.

Any refund will be subject to no Accidents, claims or incidents occurring within the current period of insurance.

2. **We** or your authorised broker/intermediary may cancel this Insurance at any time by sending:
 - a) Seven days notice by Recorded Delivery to the last known address on our records, and/or
 - b) Seven days notice by Electronic Mail (Email) to the Email address currently held on our records.

Cancellation will be calculated as Pro Rata plus Insurance Premium Tax.

Any refund will be subject to no Accidents, claims or incidents occurring within the current period of insurance.

3. **You** may cancel this Insurance at any time. The cancellation will be effective from the date the written request is received by **Us**. The appropriate return of premium will be calculated in accordance with our short period rates (shown below) and determined by the length of time on cover, along with the duration of the policy taken out.

Cancellation will be calculated as follows:

Cover not exceeding (Months) / Length of policy (Months)	Proportion of premium payable
1/12 – 1/11 – 1/10 – 1/09 – 1/08 – 1/07 =	35%
2/12 – 2/11 – 2/10 – 2/09 – 2/08 – 2/07 =	45%
3/12 – 3/11 – 3/10 – 3/09 – 3/08 – 3/07 =	55%
4/12 – 4/11 – 4/10 – 4/09 – 4/08 – 4/07 =	65%
6/12 – 6/11 – 6/10 – 6/09 – 6/08 – N/A =	75%
8/12 – 8/11 – 8/10 – 8/09 – N/A – N/A =	90%
Over 8 Months =	Full premium payable / No Refund

Any refund will be subject to no Accidents, claims or incidents occurring within the current period of insurance.

4. **You** shall take all reasonable steps to safeguard **Your Car** from **Accident**, damage or loss and to maintain and keep it in a proper state of repair and condition (and where required by law must have a current M.O.T Certificate).
5. When **Your Car** is left unattended or unoccupied it shall be locked with all windows closed, all keys removed and any alarm set.
6. **Your Car** shall be available at all reasonable times for inspection by **Us** or our duly authorised agents.
7. If any difference shall arise as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf or the time being in force. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against **Us**.
8. The due observance and fulfilment of the terms, provisions, conditions and **Endorsements** of this Insurance in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers in the said **Statement of Fact** shall be conditions precedent to any liability of the **Company** to make any payment under this Insurance.
9. If **You**, or anyone acting on **Your** behalf makes any claim, statement or otherwise which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen, this Insurance shall become void with no return of premium and all claims hereunder shall be forfeited and the premium retained.

10. This Insurance is a contract personal to **You**, and is not assignable in any case whatsoever, and no person save **You**, or in the case of **Your** death **Your** Legal Personal Representative, shall have any right against **Us** either as Assignee or Transferee or any right of indemnity, or of any right to receive monies payable hereunder whether admitted or not, in any other case whatsoever save as appears by **Endorsement**.
11. On payment of the full **Market Value**, or the sum advised to **Us**, this Policy shall cease to be operative in respect of **Your Car** and the salvage (if any) shall become the property of the **Underwriters**.
12. **You** shall notify **Us** immediately of any material change or alteration to this Insurance, including changes of address, (as stated on the **Statement of Fact** or renewal declaration), occupation, use, drivers, main user, motoring and non motoring convictions, any pending motoring or non motoring convictions, disabilities, or any disease or physical infirmity which could impair the persons ability to drive. Failure to do so may result in this Insurance being void and all claims forfeited.
13. The parties to the contract are free to choose the law which will apply and unless specifically agreed to the contrary this **Document of Insurance** will be subject to English law.
14. Any reference to Acts of Parliament within this **Document of Insurance** shall be deemed to include any Act amending or replacing the same and shall also include equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and in any other country to which this Insurance applies.
15. This **Document of Insurance** shall only cover damages adjudged against a person insured hereunder and claimants costs and expenses recoverable from such person subject to the original action or suit for such damages being brought in and finally adjudicated in any country which is a member of the European Community or any other country in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles.
16. If **We** have accepted the proposal of annual Insurance by payment in instalments and in the event that payment is not made on time **You** must immediately pay all the remaining instalments. If **You** fail to comply with the terms of the Direct Debit Mandate, **We** will cancel the Insurance within 7 days of writing to **You**.
17. In the event of a claim arising and the Insurance being cancelled, **We** have the right to recover all outstanding premium due to **Us** and have the right to deduct the outstanding premium from any claim in which **We** are indemnifying **You**.
18. In the event of a change in the Insurance resulting in a lower premium, **We** will adjust the remaining instalments, or **We** may make any refund through your Insurance broker/intermediary. If a change results in a higher premium, **We** will usually adjust the remaining instalments but reserve the rights to request immediate payment.
19. The parties to this contract are **You** and **Us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.
20. The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscribing insurer who for any reason does not satisfy all or part of its obligations.

21. If any loss, damage or liability covered by this Insurance is also covered by any other Insurance, **We** will pay only our share of any claim. This condition does not apply to Personal Accident benefits (see Section 8).
22. **You** must notify **Us** immediately if **You** acquire a replacement car, otherwise **We** reserve the right to refuse to make any payment against any claim under this Insurance (except so far as is necessary to comply with compulsory Motor Insurance Legislation).
23. We reserve the right to apply a fee of £35.00 plus Insurance Premium Tax for each mid-term adjustment carried out on this Insurance contract. This will be in addition to any resulting premium adjustment.

IMPORTANT NOTICE TO THE INSURED DATA PROTECTION INFORMATION

This document contains important information relating to the information given to us. **This notice also applies to anyone else that is insured under this policy and should also be shown to them.** This section draws to **Your** attention how we use **Your** information, who we might share it with and also the systems we have in place which allow us to detect and prevent fraud.

DATA COLLECTION, SHARING, STORAGE AND FRAUD PREVENTION / DETECTION

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

We will ensure that this Data will:

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

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

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

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

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

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

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

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

You have a legal right to be:

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

Some types of data may be exempt from **Your** subject access request.

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

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

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

Data Protection / Claims and Underwriting Exchange & Motor Insurance Anti-fraud and Theft Database Protection

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

AUTHORITY

In order that this contract may be issued as evidence of the policy of insurance, the Insurers mentioned in **Your Certificate of Motor Insurance** have entered into an agreement. This agreement empowers Tradewise Insurance Company Limited to issue this document.

ALTERATIONS TO YOUR INSURANCE

1. **ALL AMENDMENTS MUST BE NOTIFIED IMMEDIATELY**

2. **OTHER ALTERATIONS**

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

3. **COMMON LAW DUTY**

You have a common law duty to advise **Us** of any change of situation not declared to **Us** at the time of completion of the **Statement of Fact**, i.e. fixed penalty offences, motoring and/or criminal convictions (other than those spent under the Rehabilitation of Offenders Act 1974), **Accident** or loss history and any medical conditions that should be notified to DVLA in line with their regulations as failure to declare such information may affect the validity of **Your** policy.

4. **WARNING**

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

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

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

You are advised to keep a record of all information supplied for purposes of entering into this Insurance Contract. A copy of the **Statement of Fact** may be obtained from **Us** within 3 months of completion upon request.

IMPORTANT INFORMATION **MOTOR CLAIMS – IMPORTANT POLICYHOLDER ADVICE**

IF YOU ARE INVOLVED IN AN INCIDENT THAT MIGHT LEAD TO A CLAIM IT IS IMPERATIVE TO REMEMBER THE FOLLOWING:

- Always exchange details with the other Drivers, including names, addresses, registration numbers and Insurer names and policy numbers.
- Obtain Witness details, including those of Passengers in any vehicle involved.
- If you have a camera available, and it is safe to do so, take photos of the vehicle positions before they are moved and the vehicle damage, as they may assist with establishing liability.
- Do not discuss whose fault the accident was or accept any responsibility.
- If anybody is injured or you do not exchange details at the scene then report the matter to the police within 24 hours.
- Do not answer directly any correspondence received from any representatives of the other parties involved. Ensure it is submitted to Tradewise without delay.
- All Vehicle Thefts must be reported to the Police and a Crime Reference obtained.
- All incidents, no matter how minor they may seem should be reported.

CALL THE TRADEWISE 24 HOUR NEW CLAIMS LINE ON 0800 205 5506 TO REPORT ANY ACCIDENT, FIRE OR THEFT. FOR WINDSCREEN CLAIMS, PLEASE CALL 0344 620 1234

You will need to provide the following information:

- Policy Number
- Personal details of the Policyholder and Driver
- Details of any other Parties or Vehicles involved
- Names and Addresses for any Witnesses
- Full details of what happened

A team of experienced handlers will be on hand to record the information and provide appropriate professional advice to progress **Your** claim as swiftly as possible with minimum inconvenience to all involved.

Remember that it is a condition of Your policy to provide all information and assistance We may require during the course of our investigations. Failure to do so may result in unnecessary delays and expense being incurred or Your claim not being paid.

COMPLAINTS PROCEDURE

If **You** wish to make a complaint regarding the service or product **You** have received directly from **Us**, **You** can speak with the relevant department or write to:

Head of Compliance
Unicom Insurance Services Ltd
300 Southbury Road
Enfield
Middx
EN1 1TS

Alternatively, **You** can email: compliance@Unicomins.co.uk stating **Your** policy number.

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

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

All correspondence relating to this contract should be addressed to:
Unicom Insurance Services Ltd
300 Southbury Road,
Enfield,
Middlesex
EN1 1TS

0344 620 1234 (Claims)
0344 620 1000 (All Departments)

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