

TRADEX

Insurance Co Limited

MOTOR TRADE
Road Risks Policy

INDEX

	Page
Schedule	
Introduction	1
Section (1) Liability to third parties	2
Section (2) Loss of or damage to the motor vehicle	3
Section (3) No claims bonus	4
Section (4) Foreign use and transit	4
Section (5) Avoidance of certain terms and rights of recovery	5
Section (6) Insured's contribution (policy excess)	5
Section (7) EEC Compulsory Insurance	5
Section (8) Emergency Treatment	5
General exceptions applying to whole of policy	6/7
General conditions applying to whole of policy	8/9
Endorsements	10/14

All correspondence relating to this contract should be addressed to:-

Tradex Insurance Company Limited
Victory House, 7 Selsdon Way
Isle of Dogs, London E14 9GL

Switchboard 020 7001 9200
Fax 020 7068 7730
Email victoryhouse@tradex.com
Web www.tradex.com

Tradex Insurance Company is authorised and regulated by the Financial Services Authority. Registered in England and Wales No. 298373

Tradex Insurance Company Limited
Motor Trade Road Risks Insurance Policy

This policy and 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

1. The proposal and declaration by which the Insured has applied to the Company for this insurance shall be incorporated herein and be the basis of this contract. All amendments to this contract must be agreed by both parties and be made in writing.
2. The Insured will pay the premium on demand.
3. The Company will provide insurance subject to the terms of this policy while any vehicle described in the schedule is:-
 - (a) 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 the Insured, or any partner, director, employee or person specified in the schedule hereto.
 - (b) Garaged in the private domestic garage or parked at the private residence of the Insured or any person named in the schedule.

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

4. The following shall be conditions precedent to any liability of the Company to make any payment under this policy.
 - (a) The observance of the terms provisions exceptions and conditions of this policy relating to anything to be done or complied with by the Insured.
 - (b) The truth of the statements and answers in the proposal and declaration and any renewal declaration.



by authority of the board

Tradex Insurance Limited

Registered Office: Victory House
7 Selsdon Way, Isle of Dogs, London E14 9GL
Registered in England No. 2983873

SECTION 1 LIABILITY TO THIRD PARTIES

- (1) The Company will indemnify the Insured against legal liability for damages and claimant's costs and expenses and all costs and expenses incurred with the written consent of the Company in respect of:-
 - (a) Death of or bodily injury to any person,
 - (b) Damage to property up to a limit of £1,000,000 in respect of any one occurrence, where such death or injury or damage arises out of an accident caused by or through or in connection with the use of any vehicle described in the schedule.
- (2) The Company will in the terms of this section indemnify:-
 - (a) Any person specified in the schedule as entitled to drive who is:-
 - i Driving any vehicle described in the schedule on the order or with the permission of the insured.
 - ii Using (but not driving) any vehicle described in the schedule with the permission of the Insured for social domestic and pleasure purposes.
 - (b) At the request of the Insured any person (other than the person driving) in or mounting into or dismounting from any vehicle described in the schedule, provided that the vehicle is being used within the limitations as to use set out in the Certificate of Insurance.
- (3) In respect of any event which may be the subject of indemnity under this section the Company at their option pay:-
 - (a) The Solicitors fees for representation at any Coroners Inquest or Fatal Accident Inquiry or Court of Summary Jurisdiction.
 - (b) The cost of legal services for defence in the event of proceedings being taken for manslaughter or causing death by reckless driving or dangerous driving up to a limit of £1,000 inclusive of any value added tax.
- (4) In the event of the death of any person entitled to indemnity under this section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitation which applied to such persons.

Exceptions to Section 1

The Company will not be liable:-

- (a) In respect of death or bodily injury to any person arising out of and in the course of his employment by the Insured or by any person specified in the schedule as entitled to drive and claiming indemnity under this section except as required by the Road Traffic Acts.
- (b) In respect of damage to property belonging to or held in trust by or in the custody or control of the Insured of any person specified in the schedule as entitled to drive and claiming indemnity under this section or damage to property being conveyed by such vehicle.
- (c) In respect of death or bodily injury to any person or damage to property arising out of or in connection with the bringing of a load to any vehicle or the taking away of any load from any vehicle in connection with which indemnity is provided by this section.
- (d) To indemnify the Insured or any person specified in the schedule as entitled to drive or his representatives unless he/they shall observe, fulfil and be subject to the terms, exceptions and conditions so far as they apply.

SECTION 2 LOSS OR DAMAGE

The Company will indemnify the Insured in respect of any vehicle described in the schedule against:-

- (a) Damage to such vehicle and its accessories and spare parts while thereon by accidental collision or impact with any object.
- (b) Loss of or damage to such vehicle and its accessories and spare parts while thereon by fire and lightning.
- (c) Loss of or damage to such vehicle and its accessories and spare parts while thereon by theft as defined in the Theft Act or attempt thereof.

The Company may at their own option repair, reinstate or replace such vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage. All valuations are based on the trade value of the vehicle.

If such vehicle is disabled by reason of loss or damage insured under this policy the Company may pay the reasonable costs of protection and removal to the nearest repairers. In the event of a total loss the Company will move the vehicle to free and safe storage whilst their investigations are carried out.

Exceptions to Section 2

The Company will not be liable for:-

- (a) Loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages.
- (b) Damage to tyres by application of brakes or by road punctures, cuts or bursts.
- (c) Frost damage.
- (d) Damage caused by defective workmanship or by work being done on the vehicle by the Insured or any person acting on his behalf.
- (e) Theft or attempted theft of accessories and parts unless stolen with the vehicle itself.
- (f) Loss or damage occasioned by theft or attempted theft or any malicious act expedited or in any way brought about by any employee, partner, director or member of the Insured's family or insured person.
- (g) Loss or damage arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of:-
 - (1) earthquake or
 - (2) riot or civil commotion occurring elsewhere than in England, Scotland, Wales, the Isle of Man or the Channel Islands.
- (h) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (i) Loss of any insured vehicle by deception by a purported purchaser or his agent.
- (j) Loss or damage to any Insured vehicle whilst being towed, lifted or transported by the insured or any partner, director, employee or person named in the schedule where such movement is for hire or reward (unless endorsement 9 is operative).
- (k) Loss or damage by fire, theft or accidental damage to any American/Canadian manufactured vehicle, unless endorsement 8 is shown on the schedule as operative.
- (l) We do not pay any storage charges where the vehicle is stored on property owned or used by the Insured.
- (m) Consequential losses – losses that arise from the Insured's inability to use the vehicle in the course of the business, eg. loss of profits and hire charges.

SECTION 3 NO CLAIMS BONUS

In the event of no claims being made or arising under this insurance the Company will allow a bonus calculated in accordance with the following scale, on the premium for such part of the insurance as renewed for a further period of twelve months after inception.

The First Year	20%
Second Year	25%
Third Year	30%
Fourth Year	40%
Fifth and subsequent years	50%

Bonus allowance will be at the sole discretion of the Company.

SECTION 4 FOREIGN USE AND TRANSIT

Provided that

- (1) prior notice in writing shall have been given to the Company and
- (2) the Insured has paid the additional charge required by the Company and
- (3) an International Motor Certificate (Green Card) has been issued the Company shall extend the territorial limits of this insurance to include the countries specified on the Green Card including whilst in transit and between such countries.

The issue of a Green Card in respect of the Insured Vehicle shall be deemed to be evidence that the Insured has complied with the requirements of this Section and that the Company have agreed to extend the Insurance for the period stated on the said Green Card.

Forfeiture of Customs Duty

The Company will also indemnify the Insured against liability incurred for the enforced payment of Customs Duty on the insured vehicle after temporary importation into any country specified on the Green Card arising as the direct result of any loss or damage being the subject of a valid claim under Section 2 of this insurance.

Spanish Bail Bond

If as a direct result of an accident in Spain which is or may be the subject of indemnity under this Insurance the Insured and/or the person driving with the Insured's authority as the time of the accident is detained or the Insured vehicle is impounded by the competent authorities and a guarantee or monetary deposit is required for their release the Company will furnish such guarantee or deposit not exceeding £1,000 in all provided such accident and the requirement of such guarantee or deposit occur during the period stated in the Green Card. Immediately the guarantee is released or the deposit becomes recoverable the Insured must give every assistance to the Company to obtain cancellation of the guarantee or return of the deposit. The Insured must repay to the Company any part or the whole of the guarantee or deposit forfeited or taken for payment of fines or costs in or as a result of any penal proceedings against the Insured or the person driving.

SECTION 5 AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

Nothing in this Insurance or any endorsement thereon shall affect the right of any person indemnified by this Insurance or of any person to recover an amount under or by virtue of the provisions of the law of any territory in which this insurance operates relating to the insurance of liability to Third Parties BUT the Insured shall repay to the Company all sums paid by them which they would not have been liable to pay but for the provisions of such law.

SECTION 6 INSURED'S CONTRIBUTION (POLICY EXCESS)

The Company will not be liable for the amount specified below in respect of each and every claim arising, other than Third Party injury claims. The expression 'claim' shall mean a claim or a series of claims arising out of one cause. The appropriate sum specified below will be deducted from any amount otherwise payable by the Company while the motor vehicle is being driven by or is for the purpose of being driven by him in the charge of any person who:

is under 19 years of age	£500
is 19 years of age or over but under 21 years of age	£350
is 21 years or over but under 25 years	£250
is over 25 years of age but holds a provisional licence or has held a full British licence for less than 12 months	£250

these excesses are in addition to those specified in the schedule under the heading of 'excess'.

The Insured will repay to the Company on demand any amounts (not exceeding the appropriate excess) that the Company may pay over and above their liability as reduced by this section in settlement of any claim to which this section applies, and the Insured undertakes not to raise any objections as to the amount or method of adjustment of such claim.

SECTION 7 EUROPEAN ECONOMIC COMMUNITY COMPULSORY INSURANCE

The 'Liability to Third Parties' Section of the Policy is extended in respect of the use of any vehicle insured hereby to give the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the European Economic Community or any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EEC Directive on insurance of civil liabilities arising from the use of motor vehicles (no 72/166/CEE).

SECTION 8 EMERGENCY TREATMENT

The Company will indemnify any person using a motor vehicle in respect of which indemnity is provided under this Insurance against 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 such Acts apply.

A payment made by reason of this clause shall not be deemed to be a claim for the purpose of calculating the renewal premium.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. Any accident loss or damage caused sustained or incurred while any vehicle described in the Schedule is
 - (a) being used otherwise than in accordance with the limitations as to use as specified in the Schedule.
 - (b) engaged in racing pacemaking reliability trial (other than road safety rallies or treasure hunts) or speedtesting or being used for the conveyance of passengers for hire or reward.
 - (c) being driven by or is for the purpose of being driven by or in the charge of any person whose name is not specified in the Schedule under the heading "Persons or Classes of Persons entitled to drive."
 - (d) being driven by the Insured unless he holds a licence to drive such a vehicle or has held and is not disqualified from holding or obtaining such a licence.
 - (e) driven by any person who holds a Provisional Driving Licence unless such person observes the prescribed licence conditions attached to the driving of such motor vehicle.
 - (f) being driven with the general consent of the Insured or of his representatives by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such a vehicle unless the person driving has held and is not disqualified from obtaining such a licence.
2. Any loss or damage resulting from theft or attempted theft of any motor vehicle described in the schedule where it has been left unattended and the keys have been left in or on the vehicle and/or all openings have not been closed and locked
3. Any consequence (except so far as is necessary to meet the requirements of the Road Traffic Acts) of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
4.
 - (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom of any consequential loss or
 - (b) Any legal liabilities of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive toxic explosive or any other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

6. Any damage or liability arising out of an accident involving aircraft, or any consequential loss in connection with any aircraft or airport operation arising from the presence of the insured vehicle in any area to which any aircraft has access.
7. Any loss, damage, costs or expense whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to, or in any way connected with:-
 - (a) the recognition, calculation, comparison, differentiation, sequencing or processing of data involving the date change to year 2000, or any other date change, including leap year calculations, by any other computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in the computer equipment or other electronic equipment, whether the property of the insured or not; or
 - (b) any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

The general exception applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, costs, claim or expense.

8. Any liability loss or damage arising directly or indirectly from acts of terrorism as defined in the Terrorism Act 2000 except where we need to provide the minimum insurance required by the Road Traffic Acts.

GENERAL CONDITIONS

1. The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any motor vehicle described in the schedule and the Company shall have at all times free access to examine such vehicle.
2. This Insurance is personal to the Insured and is not assignable in any case whatsoever and no person other than the Insured or in the event of his/her death the legal personal representative shall have any rights against the Company either as Assignee or Transferee of any right to receive any monies payable hereunder other than as appears by endorsement hereon and signed by the Company.
3. 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 arbitrator to be appointed by the parties in accordance with the Statutory Provisions for the time being in force. Where any difference is thus referred the making of an Award shall be a condition precedent to any right of action against the Company.
4. The company may cancel this Insurance by giving not less than seven days notice by recorded letter to the Insured at the last known address (and in the case of Northern Ireland to the Ministry of Home Affairs Northern Ireland) and in such event the Insured must return the Certificate of Insurance to the Company. Upon receipt of the Certificate of Insurance, providing no claims have been made on the policy, the company will return to the Insured the premium less the pro rata portion for the period the Insurance has been in force. In the event that a claim has been made on the policy the full year's premium remains payable. The Insured may cancel this Insurance by giving seven days notice in writing and provided no claims have arisen during the current period of insurance and the current Certificate of Motor Insurance and this Document are returned to the Company a return of premium will be made less the premium at the Company's Short Period rates for the time the current insurance has been in force which shall be deemed to be the date of receipt by the Company of the documents for cancellation.

SHORT PERIOD RATES

Period not exceeding	Proportion of premium payable
1 month	25%
Thereafter at 12 ¹ / ₂ % per month or part thereof	

5. The Insured or his/her legal personal representatives shall give notice in writing to the Company as soon as possible after the occurrence of any accident loss or damage with full particulars.

Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.

Notice shall be given in writing to the Company immediately the Insured or his/her legal personal representative shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any accident for which there may be liability under this insurance.

6. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company who shall be entitled if they so wish to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damage or otherwise.
7.
 - (a) The Company shall have full control of, and discretion in, the conduct of any proceedings or the settlement of any claim and the Insured or any other person claiming to be indemnified shall give all such information and assistance as the Company and/or their duly appointed agents and/or legal representatives may require and shall not act in any way to the detriment or prejudice of the interest of the Company.
 - (b) The Company are entitled to take proceedings for their own benefit, at their own expense and in their own name (if required) to recover any payments that the Company made under this insurance.
8. In the event of any one claim or a number of claims in any one period of insurance exhausting the indemnity cover provided under Section 2, this Insurance shall be considered to have no further operation or effect other than for Road Traffic Act liability only. The Insured shall not thereupon be entitled to any return premium.
9. In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property the Company may at any time pay the Insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
10. If the proposal or declaration of the Insured is untrue in any material respect or if any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof or if the circumstances in which the insurance was entered into shall be materially altered without the written consent of the Company being obtained thereto the Policy shall be void and all premiums paid hereunder shall be forfeited.
11. In the event of any accident, injury, loss or damage arising out of which any person driving be convicted for an offence under Section 4,5,6 or 7 of The Road Traffic Act 1988 or any amending legislation or shall be convicted for an equivalent offence under the Law of other Countries to which this Insurance applies then:
 - (a) The Company's liability under Section 1 (Liability to Third Parties) shall provide only the minimum insurance cover required by The Road Traffic Act 1988 or as required by the Law.
 - (b) All other Sections of this Insurance shall be inoperative.
12. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such claim.

13. It is noted that you must comply with the regulations of the Motor Insurers' Data Base (MID) as shown in the EU Fourth Motor Insurance Directive and the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 which require you to disclose the following information and subsequent amendments (which must be advised within 5 days of any change).

- (a) The vehicle registration mark, make and model of all permanently owned vehicles and/or motor vehicle in your possession for a period in excess of fourteen days which are licensed for road use.
- (b) All Trade plates registered to you.

It is further noted that whilst you are not required to disclose customers' vehicles or vehicles in your possession for less than 14 days (taxed or not), you must keep accurate records of all vehicle movements, sales receipts and invoices.

NOTE Failure to comply with these regulations will result in the cancellation of your policy, possible prosecution by the appropriate body which may include a fine of up to £5,000 and your details held on the Motor Insurers' database as a defaulter.

Failure to declare permanently owned vehicles will prejudice your claim and may result in cover being reduced or the policy cancelled and/or a fine up to £5,000 levied.

ENDORSEMENTS

DEMONSTRATION THIRD PARTY ONLY RISKS (Endorsement 1)

Notwithstanding anything to the contrary contained in the general exceptions, this policy shall be operative while any vehicle described in the schedule is being driven for the purpose of demonstration with the permission of the Insured by any person provided that such persons are:-

- (a) Not in the employment of the Insured or a member of the Insured's family.
- (b) Accompanied at all times by the Insured or any person named in the schedule as entitled to drive.
- (c) Is not entitled to indemnify under any other policy.
- (d) Shall as though they were the Insured observe fulfil and be subject to the conditions of this policy in so far as they apply.
- (e) Holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence.

The indemnity afforded under this extension is for Third Party Only Risks (Section 1) subject otherwise to the terms, conditions, and exceptions of this policy.

WINDSCREEN (Endorsement 2)

In the event of breakage of the windscreen or window glass or resultant scratching of the bodywork and such damage being the only damage sustained to the insured vehicle the insurers shall indemnify the Insured irrespective of excess applicable under Section 2A up to the sum insured shown in the schedule against Endorsement 2 in respect of any one claim in all in any one period of insurance without affecting the no claims bonus.

The sum insured as shown in the schedule will reduced by the amount of the claim unless the insurers agreed to the reinstatement of the whole sum insured which shall be chargeable at an additional premium. The Company reserve the right not to reinstate.

Wherever possible the windscreen replacement will be carried out by a National Windscreen Replacement Company.

TRADE PLATE EXTENSION (Endorsement 3)

Notwithstanding anything to the contrary contained in the general exceptions this policy shall be operative whilst any vehicle described in the schedule shall be driven displaying trade plates as supplied by the Licensing Authorities. Provided that such persons driving are:-

- (a) Driving in accordance with the regulations as to use as applied by the licensing Authorities.
- (b) Driving with the permission of the Insured.
- (c) Not entitled to Indemnity under any other policy.
- (d) Shall as though they were the Insured observe, fulfil and be subject to the conditions of this policy in so far as they apply.
- (e) Holds or has held a licence to drive such vehicles and is not disqualified from holding or obtaining such a licence.

Subject otherwise to the terms, conditions, and exceptions of this policy.

ANY AUTHORISED EMPLOYEE (Endorsement 4)

Notwithstanding anything to the contrary contained in the general exceptions this policy shall be operative whilst any vehicle described in the schedule shall be driven by an employee of the Insured for motor trade purposes only. Provided that such persons driving are:-

- (a) Driving with the permission of the Insured.
- (b) Not entitled to indemnity under any other policy.
- (c) Shall as though they were the Insured observe, fulfil and be subject to conditions of this policy in so far as they apply.
- (d) Holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining a licence.

Subject otherwise to the terms, conditions, and exceptions of this policy.

HGV (Endorsement 5)

It is hereby noted and agreed that the gross vehicle weight limit under Exclusion E of description of vehicles shown in the schedule is deleted and substituted for the limit as shown against Endorsement 5 of the Schedule.

Subject otherwise to the terms, conditions, and exceptions of this policy.

YOUNG DRIVERS (Endorsement 6)

It is hereby noted and agreed that the Company will not be liable in connection with any sports car or high performance or supercharged vehicle or any vehicle altered or adapted in any way to give increased performance above the makers standard or any vehicle with an engine size in excess of that shown in the schedule against Endorsement 6 whilst being driven by or is for the purpose of being driven by or in charge of the person named in the schedule against this endorsement.

Subject otherwise to the terms, conditions and exceptions of this policy.

TRADE PREMISES (Endorsement 7)

It is hereby noted and agreed that notwithstanding the exclusion under Section 3(a) of the operative clause on page 1, this policy shall extend to include any vehicle as described in the schedule whilst stored or parked at the trade premises as shown against Endorsement 7 on the schedule.

Subject otherwise to the terms, conditions, and exceptions of this policy.

AMERICAN/CANADIAN MANUFACTURED VEHICLES (Endorsement 8)

It is hereby noted and agreed that exception (k) under Section 2 is deleted in consideration of an additional premium having been paid.

Subject otherwise to the terms, conditions, and exceptions of this policy.

CARRIAGE OF VEHICLES FOR HIRE OR REWARD (Endorsement 9)

It is hereby noted and agreed that exception (j) under Section 2 is deleted. The Description of Vehicles in the Schedule is amended to read.

- (a) Any motor vehicle the property of the Insured or in his custody or control.
- (b) Any motor vehicle (mechanically propelled or otherwise) or caravan or luggage trailer attached to or being conveyed by a motor vehicle referred to in (a) above.

but excluding:-

- (a) Steam driven vehicles.
- (b) Any vehicle registered in the Insured's name or his/her spouse and specifically insured elsewhere.
- (c) Any vehicle transporter which has a capacity in excess of two vehicles inclusive of trailers.
- (d) Motor cycles.
- (e) Commercial vehicles with a gross vehicle weight in excess of 7.5 tons.

Subject otherwise to the terms, conditions, and exceptions of this policy.

CUSTOMER LOAN VEHICLES – THIRD PARTY ONLY (Endorsement 10)

It is hereby noted and agreed to extend this policy to indemnify any customer of the Insured whilst driving a motor car loaned to him by the Insured whilst his own vehicle is undergoing repair or being serviced by the Insured or a sub-contractor.

Provided that the customer is:-

- (a) Driving with the permission of the Insured.
- (b) Not entitled to indemnify under any other policy.
- (c) Shall as though they were the Insured observe, fulfil and be subject to conditions of this policy in so far as they apply.
- (d) Holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence.

The cover granted under this endorsement is limited to third party only.

Subject otherwise to the terms, conditions, and exceptions of this policy.

CAR JOCKEYS (Endorsement 11)

Notwithstanding anything to the contrary contained in this policy the limitations as to use and description of vehicle is amended to read:-

Limitations as to use – used for the purpose of parking, storage, or removal within one quarter of a mile or metric equivalent of the Insured's address in the schedule.

Description of vehicle – any motor vehicle belonging to or used by a customer of the Insured but excluding any vehicle belonging to the Insured or person named in the schedule as entitled to drive.

Subject otherwise to the terms, conditions, and exceptions of this policy.

THIRD PARTY PROPERTY DAMAGE EXTENSION (Endorsement 12)

It is hereby noted and agreed that the indemnity limit of £1,000,000 under Section 1 (b) is increased to £2,000,000.

Subject otherwise to the terms, conditions and exceptions of this policy.

PREMISES EXCLUSION (Endorsement 13)

Notwithstanding anything to the contrary contained in this policy, the Company shall not be liable under sections 2(a), 2(b) or 2(c) in respect of loss of or damage to vehicles owned by the insured or in his custody or control or for which he is responsible whilst such vehicles are on or parked within a $\frac{1}{4}$ mile of the premises as shown against endorsement 13 on the schedule or on or parked within a $\frac{1}{4}$ mile of any other premises owned by or in the occupation of the insured.

Subject otherwise to the terms, conditions and exceptions of this policy.

TRANSPORTER, RECOVERY AND BREAKDOWN VEHICLES (Endorsement 14)

It is hereby noted and agreed that in respect of all transporter, recovery and breakdown vehicles a £2,500 excess or 25% co-insurance whichever is the greater will apply in respect of all theft or malicious damage claims.

The excess will be reduced to the standard policy excess providing that the vehicle is fitted with an approved ignition immobiliser and such immobiliser is maintained and operated when necessary.

In the event of a claim, a certificate of fitting must be provided.

Subject otherwise to the terms, conditions and exceptions of this policy.

If you have a complaint

We are committed to providing our clients with insurance cover and claims service. However we have established our own internal complaints procedure should you be dissatisfied in any way.

Our Complaints Procedure

If you have any complaint please let us know immediately.

If you are insured with us via a broker/adviser/agent

Your first point of contact should be your broker/adviser/agent who will take up your complaint on your behalf with us.

If you are insured with us 'direct'

Your first point of contact should be:

(a) For a Claim

The Claims Manager – see your schedule for full contact details

(b) For any other matter

The Underwriting Manager – see your schedule for full contact details

1. On receipt of your complaint at the above address we will issue an acknowledgement which you should receive within 5 working days.
2. Your complaint will be investigated within 4 weeks and by the end of this time we will discuss our findings with you or advise the outcome of our initial investigation and proposal for resolving the matter.
3. We aim to resolve the complaint and finalise the outcome in writing to you within 8 weeks; if the complaint cannot be resolved in this time we will let you know.
4. We are committed to handling and resolving complaints within the context of the above procedure. However should you still be dissatisfied at the end of this process, you should contact:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel: 020 7964 1000 Website: www.financial-ombudsman.org.uk

IF YOU ARE INVOLVED IN AN ACCIDENT

To comply with the Road Traffic Acts, when injury is caused (including damage to roadside property) you must

- (a) Stop
- (b) give your own and the vehicle owner's name and address and registration mark of the vehicle to any person having reasonable grounds for requiring them and produce the Certificate of Motor Insurance if anyone is injured.

OR, if either is not done

- (c) report the accident to the police as soon as possible and in any case within 24 hours.

It will be in your own interest to take the following action:

- (a) Obtain names and addresses of as many witnesses as possible.
- (b) Make careful notes and take measurements of any wheel or skid marks.
- (c) Record the position of your vehicle and any other vehicle after a collision.
- (d) Write down the number of each police officer in attendance.
- (e) Do NOT make any admission of liability; do NOT give or offer money to anyone.
- (f) If the vehicle is damaged, drive to the nearest garage, if this can be done safely. If in doubt have the vehicle towed – this cost is covered if you have comprehensive cover.
- (g) Notify the Company, as soon as possible, of any accident, however trivial; complete and return an accident report form, with 2 competitive repair estimates (if your vehicle is insured against damage) to the Company.

Report Claims to

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

Telephone 0845 373 1300
Fax 020 7068 7730
Email claims@tradex.com
Web www.tradex.com