

# INSENTURE UNDERWRITING

Commercial Vehicle Insurance Policy  
Underwritten by Tradex

[insentureunderwriting.com](https://insentureunderwriting.com)

If you have had an accident  
call the 24 hour Claims Helpline on  
0343 903 1892

## Contents

Introduction to your policy	4
Making a claim	5
Definitions	6-9
Users and Drivers	10
Use Exclusions	10
Driver Exclusions	11
European and foreign use	12
Section 1 – Liability to others	13 - 14
- The cover	13
- Section 1 Extensions	13
- Section 1 Exclusions	14
Section 2 – Your vehicle	15 - 19
- The cover	15
- Making a claim	15
- How we will settle your claim	15-17
- Section 2 Exclusions	18-19
General Conditions	20 - 24
General Exclusions	25 - 26
No Claim Bonus	27
Protected No Claims Bonus	27
How to make a claim	28
Important information	29
Essential Information & Notification of changes	30 - 31
Our Service Commitment	32 -33
How we use your information	34 - 36

## Introduction to your policy

Thank you for choosing to purchase an insurance policy arranged by Insenture Underwriting Services Limited and underwritten by Tradex Insurance Company Limited.

This policy is a legal contract which relies on the information you supplied when you applied for this insurance. We use the information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any information which will affect your insurance. It is also important that, throughout the life of this policy, you tell your broker or agent immediately if there are any changes in your circumstances or to the information already given. If you are not sure whether something is important or relevant, please tell your broker or agent anyway as failure to do so may affect a claim, the cover provided, invalidate your insurance or result in it not operating fully or a claim payment being reduced.

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

This policy may be insured by more than one insurer or co-insurer. The certificate of motor insurance will show this and detail who the insurers or co-insurers are.

The subscribing insurers' obligations under this contract of insurance are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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

Signed for and on behalf of the Insurers by:



**Nick Taylor**

Chief Executive Officer

**Tradex Insurance Company Limited**

Tradex Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Register number 202917.

Registered office: 7 Eastern Road, Romford, Essex RM1 3NH.  
Registered in England and Wales No. 2983873.

## Making a claim

When advising a claim or contacting a helpline, please give your name, policy number and full details of your claim.

### Motor Incidents

Please call on [0343 903 1892](tel:03439031892) within 24 hours of the accident, but ideally within 1 hour. This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident may invalidate your right to claim.

- So as not to prejudice your claim, you must report all incidents to us within the timescales set out in General Conditions (see page 20). In any event, all claims must be reported to us within 48 hours of your becoming aware of any circumstance which may give rise to a claim.
- If a camera, digital CCTV recording system and/or telematics is fitted to your **vehicle** you must provide us with all records, footage and/or memory cards as soon as is practicable.
- You must report every incident as promptly as possible even if there is no damage to your vehicle or you were not at fault;
- If the vehicle has been stolen, you must upon discovery advise the police and inform us of the crime reference number and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of everyone involved including your passengers and any witnesses;
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim from any other third party as soon as you receive it;
- You must tell us in writing as soon as is practicable when you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy;
- All claims for injury or non injury can be reported directly to insurers by solicitors or other representatives acting on behalf of people making a claim against you. Where we are notified of the claim by someone other than you, we will contact you. If you do not respond to us within 48 hours of our contact with you, and provide full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims bonus and result in the premiums you are asked to pay in the future being increased;
- If a telematics device is fitted to your vehicle you must provide us with all records, footage, and/or memory cards within 48 hours of the incident;
- Send all documentation requested to Tradex Claims Department, 7 Eastern Road, Romford RM1 3NH.

### Windscreen Cover

If you have Windscreen Cover please call [0330 124 7931](tel:03301247931) at any time for repairs and replacement.

Please note If you choose not to use our approved repairer to carry out a repair or replacement to the windscreen you will have to pay an additional **excess** of £50 for a replacement or £10 for a repair carried out by another supplier unless this is with our prior agreement.

## Definitions

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

### Accessories

For the purposes of this part of the **policy**, **accessories** include:

- a) any additional and supplementary equipment fitted to the **vehicle**;
- b) safety equipment, child car seats and any parts kept in or on the **vehicle**;
- c) the maker's tool kit.

### Act of Terrorism

An act or threatened act as set out in the Terrorism Act 2000 and which is:

- a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)
- b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.

### Business

Any clerical, professional and/or administrative business activity you conduct at or from your **home** excluding any kind of manual work or the use of any machinery other than office equipment.

### Car

A private passenger **vehicle** with a maximum carrying capacity of 6 passengers in addition to the driver.

### Certificate of Motor Insurance

Evidence of the existence of motor insurance as required by law.

### Claim

A **claim** or series of claims arising out of one event.

### Commercial Vehicle

A **vehicle** used for commercial purposes where the driver is not required to have a special driving or operator's licence.

### Computer Network

A group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange

**Data**.

### Computer System

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or **data** storage device or system, networking equipment or back up facility.

### Data

Information used, accessed, processed, transmitted or stored by a **Computer System**.

### Disabled Vehicle

A **vehicle** not capable of being moved under its own power.

### DVLA

The Driving and Vehicle Licensing Authority.

### Endorsement Schedule

Any variation to the terms, conditions and exclusions of this **policy** as shown in the **schedule**.

## Definitions (continued)

### Essential Information

All information and any particular circumstances which would influence us in our decision to provide or restrict cover and to set the level of premium and **excess**.

### Excess

The amount shown in the schedule or more specifically in this **policy** which will be deducted from each **claim**.

### Family

Your **spouse**, your own, adopted, foster or step children, parents and other relatives living permanently with you.

### FCA

The Financial Conduct Authority.

### Green Card

The document which provides proof that you have the minimum insurance cover required by law to drive the **vehicle** outside the **United Kingdom**.

### Home

Your permanent private residence at the address in the **United Kingdom** shown in the **schedule**.

### Imported Vehicle

A **vehicle** which may have been registered in but was not originally built to be sold in the **United Kingdom**.

### Injury

Bodily **injury**, death, illness, disease and/or nervous shock.

### Indirect Loss

Any loss, charge or cost not directly caused by the event leading to a **claim** including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.

### Insenture Underwriting

Insenture Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Registration Number 923592. Registered office: First Floor, 94 – 102 High Street, Hampton Hill, TW12 1NY. Registration Number 1149874.

### Insurer / We / Us / Our

**Insenture Underwriting, Tradex**, co-insurers, and any other **insurer** defined more fully in any part or section of the **policy**.

### IPT

Insurance Premium Tax.

### In-vehicle equipment

Any in-vehicle entertainment system (including CDs, DVDs and cassettes), camera, digital CCTV recording, telematics, **data** transmission, telephone, communication and satellite navigation equipment whilst permanently fitted to the **vehicle** or specifically designed to be removable or partly removable and which cannot function independently of the **vehicle**.

### Keys

Any **key**, fob, entry card or other device or keyless entry system used to access and/or start the **vehicle**.

### Market value

The current cost of replacing your **vehicle** with a comparable one of similar type and condition.

### Mobile unit

Any vehicle and/or trailer used as a:

- canteen or for catering, food, beverage and drink preparation and dispensing, ice cream sales and/or any similar purpose declared to us;
- workshop, surgery, hospitality or exhibition unit.

## Definitions (continued)

### MID

Motor Insurance Database.

### Period of insurance

The period stated in the **schedule** for which you have paid and we have accepted the premium.

### Policy

This document, **schedule**, endorsements and the **certificate of motor insurance** read together and any word or expression to which a specific meaning has been given has the same meaning wherever it appears.

### Policyholder

The person named as the **policyholder** in the **schedule**.

### Road rage

A deliberate act by the driver or passenger of a motor **vehicle** which is intended to intimidate or cause harm to other people and/or damage to their vehicles or property.

### Road Traffic Act(s)

The compulsory motor insurance provisions of any road traffic laws; being any acts, laws or regulations which govern the driving or use of any motor **vehicle** in the United Kingdom.

### Schedule

The document which gives details of the **policyholder**, the insured persons, the **period of insurance**, sums insured, endorsements applicable, **excess** and the cover in force.

### SORN

The Statutory Off Road Notification to the **DVLA** of a **vehicle** registered in the **United Kingdom**.

### Spouse

Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.

### Sum(s) insured

The amount shown in the **schedule** which set out the **policy's** financial limits.

### Statement of Fact

The form that shows the information that you gave us or that was given on your behalf at the time you applied for insurance. We have relied on the information provided on this form in entering into this contract of insurance.

### Territorial limits

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland including Liechtenstein and the United Kingdom.

### Total loss

Where the **vehicle** has been damaged beyond economic repair or stolen and not recovered.

### Tradex

**Tradex** Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, 7 Eastern Road, Romford, Essex RM1 3NH. Registered number 2983873.

## Definitions (continued)

### Trailer

A caravan, semi-trailer, horsebox, container or other object used for carrying goods which itself cannot be driven.

### Unattended

No-one being in, on or in a position to prevent any unauthorised interference with a **vehicle, trailer** and/or any contents.

### United Kingdom

For the purposes of this **policy**, the **United Kingdom** includes the Channel Islands and the Isle of Man.

### Vehicle

Any **vehicle** including its **accessories** and in-vehicle equipment which is:

- i) owned, registered, leased or hired under a hire purchase agreement by you;
- ii) described in the **schedule** and / or the current **certificate of motor insurance**;
- iii) and where legally required, recorded on the **MID**.

### You / Your /insured

The **policyholder** and any other person permitted on the **certificate of motor insurance** to drive or use the **vehicle**.

## Users and drivers

The **vehicle** is covered only if it is being driven and/or used by the persons and in the way specified on the **certificate of motor insurance**.

## Use Exclusions

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

- i) hiring or letting out **your vehicle** in return for money or reward;
- ii) carrying and transporting passengers for money other than:
  - a) where a mileage allowance is paid to **you** for official or agreed **business** duties or for the performance of a social service;
  - b) car-sharing agreements involving the use of a **car** for social or similar purposes provided that **you** make no profit from what **you** are paid for the journey;
- iii) the carriage of goods for money;
- iv) use on a derestricted toll road including the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged;
- v) any purpose connected with the motor trade;
- vi) the use of your **certificate of motor insurance** to secure the release of any motor **vehicle**; seized by or on behalf of any government or public authority which is not **your** property or in **your** custody or control at the time of seizure.

## Driver Exclusions

This **policy** excludes any legal liability, death, **injury**, loss, damage or **indirect loss** occurring whilst a **vehicle** is being driven by **you** or by any person claiming indemnity under this **policy**:

- i) unless such person holds the appropriate valid licence to drive the **vehicle** or has held and is not disqualified or prohibited by law from holding and/or obtaining such a licence;
- ii) who is not complying with the terms and limitations of their driving licence;
- iii) who **we** are satisfied was, at the time, under the influence of any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired;
- iv) who commits or attempts:
  - a) suicide;
  - b) wilful, deliberate or criminal damage including **road rage**.
- v) which results in the driver of the **vehicle** being convicted of:
  - a) racing, dangerous or reckless driving on a public highway;
  - b) an offence involving drink or drugs or any equivalent offence under the law of any other country in which the **policy** is operative.

## European and Foreign Use

**You** are required to carry **your certificate of motor insurance** and a **green card** for all travel outside the **United Kingdom**.

This part of the **policy** does not provide cover in any country outside the **United Kingdom** other than, for trips in the **territorial limits**, up to the applicable minimum third party indemnity limit required to comply with the European Union Directives and laws relating to the compulsory insurance of vehicles.

**We** may, if specifically requested before you travel, agree to extend the cover shown in your current **schedule** – Liability to others and/or – Your **vehicle** to include the driving or use of the vehicle outside the **United Kingdom**, we will issue a **green card**.

The cover provided will be subject to:

- i) each trip:
  - a) being temporary and lasting no more than 45 days.
  - b) starting and ending in the **United Kingdom**
- ii) the **vehicle** being:
  - a) driven or used only for social, domestic and pleasure purposes and not in connection with **your business** unless specifically agreed and stated on your **certificate of motor insurance**;
  - b) the **vehicle** is taxed and, if registered with the **DVLA**, recorded on the **MID**;

iii) you and the driver being ordinarily resident in and your **business** as well as the occupation shown on the **statement of fact** being based the **United Kingdom**;

iv) you paying the required additional premium;

v) all the terms, conditions, exclusions and limitations of the **policy** are complied with.

Where applicable, cover is included for:

- 1) Transit by rail, air and sea (including loading and unloading) between the **United Kingdom** and/or the **territorial limits**.
- 2) The payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between the **United Kingdom** and any of the countries in the **territorial limits** provided that damage to your **vehicle** is covered (See Section 2 – Your **vehicle** pages 15 - 19).
- 3) the reimbursement of any customs duty you may have to pay arising directly as a result of an insured **claim**.

## Section 1 - Liability to others

### The cover

**We** will insure you for all of the amounts **you** may be legally liable to pay for accidental:

- 1) Death of or **injury** to other people;
- 2) **Damage** to third party property up to £2,000,000 arising out of an incident in the **United Kingdom** and/or any country in which cover is operative during the **period of insurance** caused by, through or in connection with the use (including the loading and unloading) of any **vehicle** shown in the **schedule** and any attached **trailer** as a direct result of:

#### 1) Driving Your Vehicle

**Your** driving, using or being in charge of the **vehicle**.

#### 2) Other people driving or using your vehicle with your permission

- i) any other person specified in the certificate of insurance using, driving or being in charge of the **vehicle** with **your** permission;
- ii) any passenger travelling in, getting into or out of the **vehicle** and provided this is allowed by the current **certificate of motor insurance** and has not been excluded by endorsement, exclusion or condition.

#### 3) Towing

The **vehicle** being used to tow a **trailer** or **disabled vehicle** provided this is allowed by law and the manufacturer's towing limit is not exceeded excluding any **trailer** or **disabled vehicle**:

- i) being towed in return for money or reward;
- ii) not properly secured to **your vehicle**;
- iii) when more than one **trailer** or **disabled vehicle** is being towed.

### Section 1 Extensions

#### Legal personal representatives

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

#### Additional costs and fees

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

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

## Section 1 - Liability to others (Continued)

### Section 1 Exclusions

#### This section does not cover

- 1) Death of or **injury** to any employee arising out of or in the course of that person's employment by **you** or any other party claiming indemnity except as required by the relevant laws applicable to the driving of vehicles.
- 2) Loss of or damage to property owned by or in the custody or control of **you** or any other party claiming indemnity under this **policy**.
- 3) Death, **injury**, loss or damage arising from the use of any:
  - i) tools, goods and/or associated equipment being carried in or on **your vehicle**;
  - ii) personal effects, mobile telephone, communication, photographic, portable media, computer and/or associated equipment whilst the **vehicle** is being driven.
- 4) Death of or **injury** to any person or damage to property occurring beyond the limits of any highway, road or area to which the public have access in connection with:
  - i) bringing a load to the **vehicle** and attached **trailer** for loading;
  - ii) taking away a load from the **vehicle** and/or attached **trailer**;
 by any person other than the driver or attendant of the **vehicle**.
- 5) The **vehicle** itself and/or the towed or carried **trailer** or **disabled vehicle** or its contents.
- 6) Driving other vehicles is not covered under this **policy**.

## Section 2 - Your Vehicle

**Your schedule** will show the level of cover as either Comprehensive, Third Party Fire & Theft or Third Party Only.

### The cover

Comprehensive includes A, B, C & D.  
Third Party Fire & Theft includes C & D.

**We** will insure your **vehicle** against loss or damage in the **United Kingdom** and any other country in the **territorial limits** in which cover is operative during the **period of insurance** caused by:

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

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

- a) the motor trade for service, repair, cleaning, testing, examination or recovery;
- b) an employee of a hotel, restaurant, car park or **vehicle** parking service to be parked and returned;
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances provided that our rights of recovery are not prejudiced.

### Making a claim

Please see making a **claim** on page 5 and General conditions on page 20 for detailed information about how to make and manage a **claim**.

### Repairs

**Your vehicle** may be repaired either by a competent repairer of **your** choice or by one of **our** recommended repairers.

### Work carried out by you

Where, by agreement, the work is to be carried out by **you** in **your** own repair shop, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

If **we** cannot reach an agreement with **your** choice of repairer over costs, **we** reserve the right to arrange for a repairer of our choice to carry out the work or pay **you** the amount **our** repairer would have charged less the applicable **excess(es)**.

### Making a theft claim

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

- i) the **vehicle** registration documents;
- ii) the MOT certificate, if applicable;
- iii) a copy of the hire purchase or leasing documents or the name, address and reference;
- iv) number of the finance company;
- v) the purchase receipt;
- vi) photographs of the **vehicle** if **you** have any;
- vii) all **keys** to the **vehicle**;
- viii) if applicable, confirmation of the registered ownership of the vehicle's personalised number plate.

All **keys** must be received by **us** before the final settlement of the **claim**.

### How we will settle your claim

#### The vehicle

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

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

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

## Section 2 - Your Vehicle (continued)

### Recovery and delivery

We will pay reasonable costs where necessary of:

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

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

### Total loss

Where a **claim** for a **vehicle** is agreed on a **total loss** basis, the salvage becomes **our** property and **we** will arrange for its immediate disposal. If the **vehicle** is not classified as irreparable and **you** are not eligible for a new **vehicle** (see New **vehicle** replacement below) **you** may, if **we** agree, purchase the salvage. In the event that the **claim** is not covered, **we** will pay **you** the amount received for the salvage plus any interest earned. Any cash settlement **we** offer will be subject to the deduction of the applicable **excess**. **We** may deduct any outstanding premium from the agreed settlement value of the insured **vehicle**.

### Hire purchase or leasing agreements

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

### New vehicle replacement

If the **vehicle** is damaged or stolen within six months of its purchase as new and its mileage is under 15,000, **we** will replace it with a new one of the same make, model and specification provided that:

- i) Where the **vehicle** is no longer in production and/or is not available in the **United Kingdom**, we will pay you the lower of:

- a) the invoice price you paid for the **vehicle** or;
- b) the cost (including taxes) of the nearest equivalent model and specification currently available in the **United Kingdom** from the same manufacturer.
- ii) you pay the applicable **excess**;
- iii) the first registered owner of the **vehicle** is the **policyholder**, the policyholder's **spouse** or the manufacturer or supplying dealer if the mileage at the time of purchase was less than 250 miles and the **vehicle** was not an ex demonstration model or sold as 'nearly new';
- iv) the **vehicle** is owned or was purchased under a hire purchase agreement by you or your **spouse** but not if the **vehicle** is subject to any type of lease or contract hire agreement where ownership of the **vehicle** is not passed to you;
- v) any interested finance company gives **us** their agreement.

### Imported parts and accessories

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

### Obsolete parts

If, following loss or damage, any replacement parts are found to be obsolete or unobtainable in the **United Kingdom**, the most **we** will pay is the cost of comparable items available from a supplier in the **United Kingdom**.

### Personal number plates

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

- i) **you** advise us that you wish us to do so when you make the **claim**;
- ii) ownership is confirmed.
- iii) **we** are not liable for any delay or time restraint imposed by the **DVLA** or equivalent authority.

## Section 2 - Your Vehicle (continued)

### Emergency, medical and overnight expenses

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

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

### Personal effects

If any personal effects in or on the **vehicle** are stolen or damaged **we** will pay up to £250 any one claim and £500 in all in any one **period of insurance** provided that:

- i) the **vehicle** itself has been stolen or a visible attempt has been made to steal it;
- ii) **you** pay the first £50 of any claim;
- iii) all losses resulting from theft, attempted theft, vandalism or malicious damage are reported to the police within 24 hours of discovery;
- iv) **you** take all reasonable precautions to safeguard the personal effects;
- v) there is no other insurance in force to cover the loss or damage.

However, **we** will not pay for the following; mobile telephone, communication, photographic, audio, video, computer and associated equipment, jewellery, watches, money, documents and pedal cycles.

### Windscreen, sunroof and window damage

For windscreen repairs and replacement please call **0330 124 7931** at any time.

If **your vehicle** has comprehensive cover **we** will pay up to the limit stated on **your certificate of motor insurance** in any one **period of insurance** for the cost of replacing or repairing;

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

The applicable **excess** shown in the **schedule** for this extension will not be applied if **you** use **our** appointed supplier to repair the windscreen or if any other **excess** is applied because of additional damage. If **you** choose not to use **our** appointed supplier to replace or repair **your** windscreen an additional **excess** of £50 will be charged for replacement and £10 **excess** if repaired. A **claim** under this extension will not affect the applicable no claims bonus.

### Parts, accessories and in-vehicle equipment

**We** will, at our option, repair, replace or pay up to £1,000 for any parts, accessories and/or in-vehicle equipment stolen or damaged provided that:

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

## Section 2 - Your Vehicle (continued)

### Signwriting

We will, if your **vehicle** sustains damage to its signwriting or is stolen and not recovered, pay up to 10% of the market value of the **vehicle** shown in the schedule for restoration, repainting or new signwriting provided that:

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

### Lock replacement

We will pay up to £500 in any one **period of insurance**, for the replacement of locks if the **key**, fob and/or lock transmitter of the **vehicle** is lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage but not:

- i) any loss, damage or theft not reported to the police;
- ii) the cost of replacing the vehicle's alarms or other security devices.

All cover under this optional extension will cease on payment of the outstanding balance. If you require cover for a replacement **vehicle**, you will have to advise us and pay the relevant additional premium. Note: if either this extension, section or the whole policy is cancelled, you will not be entitled to a refund for this extension of the **policy**.

## Section 2 exclusions

### This section does not cover

- 1) Hire charges of any sort incurred by **you** whilst **your** own **vehicle** is being repaired or treated as a **total loss** regardless of who has decided that **your** **vehicle** is repaired or treated as a **total loss**.
- 2) If you have comprehensive cover we will refuse to take over the management of **your** repair or **total loss claim** if **you** elect to have **your** own **vehicle** repaired or treated as a **total loss** by anyone except **us**.

3) Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.

4) Any indirect losses arising from **your** inability to use the **vehicle**.

5) Damage to tyres unless caused by an accident.

6) Damage due to liquid freezing unless **you** have taken reasonable precautions to prevent such damage and in accordance with the manufacturer's instructions.

7) Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.

8) Repairs or replacements which improve the condition of the **vehicle** or its accessories or in-vehicle equipment unless you make a contribution towards the repair or replacement.

9) Theft or attempted theft including from an unattended **vehicle** unless:

- i) you have taken reasonable precautions to protect the **vehicle**;
- ii) the **keys** are in your personal custody or have been stowed securely and not left in or on the **vehicle**;
- iii) the windows, doors and other openings have been closed and securely locked
- iv) if a convertible, the roof or hood is fitted, closed and fully secured;
- v) the alarms, immobilisers, steering locks, tracking or locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation;
- vi) **you** have removed from view any accessories and in-vehicle equipment designed to be wholly or partly removable;
- vii) there is evidence of forcible and violent entry or exit;
- viii) fraud or deception has taken place.

## Section 2 - Your Vehicle (continued)

10) Loss or damage arising during or as a consequence of:

- a) earthquake occurring anywhere other than in a member state of the European Union;
- b) riot or civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area unless **you** can prove to **our** satisfaction that these were not the cause of the loss or damage;
- c) the operation of a tipping device and or whilst being used as a tool of trade.

11) Loss or damage resulting from or as a consequence of:

- a) the wrong fuel being put into the **vehicle**;
- b) frost damage to the air conditioning system;
- c) the **vehicle** being confiscated, impounded or destroyed by or under the order of any government, public or local authority;
- d) mechanical, electrical or computer breakdown or wear and tear.

12) Any **vehicle** repossessed by its rightful owner including any loss or damage arising during or as a consequence of its repossession.

### Specific additional security requirements and exclusions

**Your certificate of motor insurance** will show if a **vehicle** tracking device is required to be fitted. In this instance you may not be covered unless the **vehicle** is fitted with a fully operational vehicle tracking or locating device which has been approved by **us**.

Overnight theft requirements - Between the hours of 11.00pm and 6.00am unless garaged in a locked building or secured in a locked compound.

## General Conditions

### Claims notification and management

**You** must, when an incident occurs which may result in a **claim**:

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible;
- ii) tell the police about all incidents of any death, **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and, if applicable, obtain a crime reference number which must be submitted to **us**;
- iii) within 48 hours of the incident, provide **us** with all camera and telematics records, footage and/or memory cards;
- iv) not admit to, negotiate any payment or refuse any **claim** without **our** written consent;
- v) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal accident inquiry involving anyone covered by this **policy**;
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**;
- vii) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity;
- viii) at **your** own expense, provide all other details, information and evidence **we** may require.

### Late reporting of claims

All incidents which may give rise to a **claim** for compensation from third parties not advised to **us** within 48 hours of the occurrence or discovery are considered to be a late notification. Therefore, if **we** have to pay increased compensation and/or costs due to **our** obligations under the **Road Traffic Acts**, **we** may:

- i) require **you** to reimburse any additional amounts **we** have had to pay;

ii) for **vehicle** claims, retain any premium refund due to **you**

iii) cancel your **policy** by invoking General condition - Cancellation (page 21).

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

### Conduct of claims

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

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

### Telematics

Where your schedule shows that you are required to have a telematics device fitted in or to a vehicle, you must:

- i) ensure that these;
  - a. have been installed and are being used in accordance with manufacturer's requirements and instructions for their correct operation;
  - b. are fully operational and activated at all times within 14 days of inception date of the **policy**;
- i) keep all maintenance contracts and/or service subscriptions in force.

## General Conditions (continued)

### Fraud

If **you**, anyone acting on **your** behalf or any other insured person makes a **claim** which is in any way fraudulent. **We**

- i) will not pay the **claim**;
- ii) will seek to recover from **you** any costs **we** have incurred;
- iii) may treat the **policy** as void from the time of the fraudulent act;
- iv) will retain any premiums paid by **you**;
- v) may tell the police.

Fraud may include:

- a) statements which are deliberately false, intentionally inflated or exaggerated;
- b) documents given to **us** which are false, forged or stolen;
- c) **claim** details and/or information given to **us** which is inaccurate, falsified, misrepresented or has been withheld;
- d) wilfully causing loss, damage or **injury**.

### Your duty of care

**You** must:

- i) take all reasonable steps to:
  - a) prevent loss, damage, malicious damage, vandalism, accident, death and/or **injury**;
  - b) maintain **your vehicle** in an efficient and roadworthy condition and allow **us** access to examine **your vehicle** at any reasonable time
  - c) protect and keep safe and secure **your vehicle**, and insured property;
  - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations;
- ii) not leave **keys** in or on any **unattended vehicle**.

### Condition of vehicle

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

### Notifying changes and non-compliance

**You** must notify **us** or **broker** / agent:

- i) any changes to:
  - a) the **essential information** given to **us** which may affect this insurance within 14 days (see **Essential information** and notifying changes on page 30 for examples);
  - b) the use of the **vehicle** immediately;
- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Should **we** become aware of any change or non-compliance which may affect this **policy**, **we** reserve the right to

- cancel **your policy** and/or;
- not pay any **claim** in part or in full and/or;
- revise the premium and/or change an **excess** and/or;
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, we will do so as outlined below.

### Your duties and obligations

All the conditions, requirements and precautions which are applicable to **your policy** must be complied with.

### Cancelling the policy within the reflection period

This insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full **policy**. The reflection period is for 14 days from the date cover commences or the date **you** receive your **policy** documentation whichever is the later.

If a period of less than 14 days has elapsed since **you** received your **policy** documentation, and **you** have not made a **total loss** claim, **you** have the right to cancel the **policy** and receive a refund of premium:

- If at the date of cancellation **your policy** has not yet commenced **you** will receive a full refund of premium from **us** less a charge of £25 plus Insurance Premium Tax if applicable to cover **our** administration costs; or

## General Conditions (continued)

- If **your policy** has already commenced, **we** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the **policy** less a charge of £25 plus Insurance Premium Tax if applicable to cover **our** administration costs.

- **you** have failed to co-operate or provide information and assistance in relation to any claim under this **policy** or with regards to the administration or operation of this **policy**; or

- where **you** fail to maintain the insured **vehicle** in a roadworthy condition or **you** fail to look after it in accordance with General Conditions of this **policy**; or

- where **we** have grounds to suspect fraud or misrepresentation; or

- where **you** use threatening or abusive behaviour towards a member of **our** staff or a member of staff of **your** insurance intermediary or **our** supplier.

### Cancelling the policy after the reflection period

#### Cancellation by you

**You** or **your** insurance intermediary can cancel this **policy** either from the date **we** are notified, in writing, or a later date as requested by **you**.

Providing no claims have been made (or likely to be made) in the current **period of insurance**, **we** will charge a premium calculated on a proportionate basis dependent on the number of days left to run under the **policy** less a charge of £50 plus Insurance Premium Tax if applicable to cover **our** administration costs. **Your** insurance intermediary may also charge a fee sufficient to cover their costs. The cancellation will take effect from the date requested and the **MID** updated.

#### Cancellation by us

**We** can cancel this **policy** at any time if there are serious grounds to do so, including but not limited to the following examples:

- where **your** insurance intermediary has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your** insurance intermediary when you took out this **policy**); or

- **you** have failed to take reasonable care in providing information in relation to this insurance as required by this **policy**; or

- **you** have failed to supply requested validation documentation (evidence of No Claim Bonus, copy driving licence, etc.); or

**We** will do this by giving **you** 7 days' notice in writing to **your** last address notified to **us**. **Your** last notified address may include an email address nominated by **you** to accept correspondence.

**We** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the **policy** less an administration fee of no more than £50 plus Insurance Premium Tax if applicable to take into account **our** costs in providing **your policy**. The pro rata refund of premium (less the administration fee) is only available as long as:

- the insured **vehicle** has not been the subject of a **total loss** claim (i.e. written-off or stolen and not recovered); and/or

- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

**We** also reserve the right to retain all premium paid for the current **period of insurance** in the event that a **claim** has been made against the **policy** during this period until such time as **we** recover any monies paid out by **us**.

## General Conditions (continued)

### Policy charges

If **you** make any alterations to this **policy** during the **period of insurance**, there is a £25 **policy** charge on top of any additional or return premium.

### Non-payment of premium

In the event that there has been a loss or incident likely to give rise to a **claim** during the current **period of insurance** and premium amounts are outstanding **we** may at **our** discretion reduce any **claims** payment by the amount of outstanding or overdue premiums that you owe **us** and/or **your** insurance intermediary.

### Excesses

**Your excess** is shown on the **schedule** and part of the **policy**, **you** have agreed to pay these for each incident of loss, damage or liability. In most cases **we** will deduct the total **excess** amount from the settlement **we** make.

### Important notes

In accordance with The Motor **Vehicle** Order 2010 (Electronic Communication of Certificates of Insurance), **you** may cancel the **policy** by sending a formal electronic notice to confirm the date and time **your** cover ceased to:

[info@insentureunderwriting.com](mailto:info@insentureunderwriting.com)

If **we** cancel **your policy** **we** will provide **you** with seven days notice of termination to **your** last known email address. If **you** pay **your** premiums by premium finance and fail to pay an instalment **your policy** may be immediately cancelled and **we** may exercise **our** right to collect the outstanding balance of the premium.

### Other insurances

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

### Emergency, medical and overnight expenses

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

i) reimburse **you** for any payments made for emergency treatment under any **Road Traffic Act** (if this is the only payment we make, **your** no **claim** bonus will not be affected)

ii) pay up to:

a) £250 per injured person and £1,000 in all for medical expenses other than physiotherapy treatment, arising from the accident;

b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance;

c) £250 in total towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

### Motor Insurance Database disclosure

Where a **vehicle** is registered with the **DVLA**, its details must be added to the **MID** which is managed by the Motor Insurers' Bureau (MIB). If the registration number is not shown correctly on **your policy** documents or **you** cannot find your **vehicle** on the **MID** at [www.askmid.com](http://www.askmid.com), **you** must contact us immediately. If **you** do not, the **vehicle** may be clamped, seized or destroyed and other penalties may be imposed including points being added to **your** driving licence.

## General Conditions (continued)

### Rights of recovery

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

### Contracts (Rights of Third Parties) Act

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

### Governing law

**You** and **we** are free to choose the law applicable to this **policy** but, in the absence of any written agreement to the contrary, the **policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

### Jurisdiction

This **policy** is subject to the exclusive jurisdiction of the English courts.

### Acts of Parliament

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

### Disagreements and disputes

#### Amount of claim

Where **we** have accepted a **claim** but there is a disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions or, if applicable, to the Financial Ombudsman Service. When this happens, an award must be made before proceedings can be started against **us**.

#### Other disputes

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

## General Exclusions

### This policy does not cover

#### War risks and terrorism

Death, **injury**, loss, damage, cost, expense, **indirect loss** or legal liability directly or indirectly caused by, contributed to by or arising from any:

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

However, **we** will provide cover to meet the minimum requirements of any relevant law including current Road Traffic legislation.

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

#### Radioactive contamination

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

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

#### Pollution

Death, **injury**, loss, damage, cost, expense, **indirect loss** or legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour or gas including from volcanic eruption clouds unless as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance**.

#### Cyber loss

Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- i. the use or operation of any **Computer System** or **Computer Network**;
- ii. the reduction in or loss of ability to use or operate any **Computer System**, **Computer Network** or;
- iii. access to, processing, transmission, storage or use of any **Data**;
- iv. inability to access, process, transmit, store or use any **Data**;
- v. any threat of or any hoax relating to i,ii,iii & iv above;
- vi. any error or omission or accident in respect of any **Computer System**, **Computer Network** or **Data**.

#### Electronic equipment failure

Loss, damage, destruction, erasure, corruption or alteration of electronic **data** from any cause whatsoever including a computer virus, loss of use, reduction in functionality, cost, expense, indirect loss or legal liability arising directly or indirectly from the failure of any:

- i) computer, related equipment, system or software;

## General Exclusions (continued)

ii) equipment, machinery or product containing, connected to or operated by means of a micro or **data** processor chip to recognise, accept, interpret, respond to or process any **data** or instruction.

Any subsequent loss, damage, **indirect loss** or legal liability that is covered by this **policy** is, however, insured.

### Vehicle and trailer exclusions

Any loss, damage, liability, **injury** or indirect loss except as required to meet the minimum requirements of the relevant law applicable to the driving of **vehicles** and/or specifically allowed for in this **policy** or more specifically insured elsewhere, arising from:

i) the use of the **vehicle** and any **trailer** (whether attached or not);

a) air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access;

b) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries;

ii) any **trailer** and its load not complying with applicable legislation or regulation;

iii) the **vehicle** and/or **trailer** being used to carry

a) a load heavier than it is constructed to carry and/or over its specified maximum capacity;

b) an unstable or not properly secured load;

iv) the carriage of any dangerous substances or goods;

a) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive;

b) which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation;

v) the use of any **vehicle** or its attachments as a tool of trade;

vi) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes.

### Other exclusions

ii) Any deliberate act including theft, attempted theft or any criminal or malicious act by **you** or **your family**.

ii) Indirect loss(es) of any kind except as specifically covered elsewhere in this **policy**.

iii) Any loss, damage or legal liability caused by:

a) **your** failure to use all reasonable means to safeguard your **vehicle** at all times;

b) deception other than by any person using deception to gain entry to **your** home;

c) normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause;

d) mechanical, electrical or computer breakdown, fault or failure;

e) pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds.

iv) Any loss, damage or legal liability which occurred or which was known to you before the inception of this **policy**.

v) Any loss, damage or legal liability for which indemnity will be provided or, but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.

vi) Any VAT that can be recovered elsewhere.

## No Claims Bonus

If **you** do make a **claim** during the **period of insurance your** no claims bonus will be reduced at the next renewal date in accordance with the scale shown below. The following will not affect **your** no claims bonus:

- Payments made under glass damage.
- If **we** only have to pay for an emergency treatment fee.
- If **we** make a full recovery of all payments made by us in connection with a claim made against the **policy**.

If **you** make a **claim** or if a **claim** is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** no claim bonus unless we can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your policy** and premiums remain outstanding **we** will not be able to issue proof of no claims bonus until the outstanding premiums are paid.

**You** cannot transfer **your** no claims bonus to somebody else.

Current Years NCD	NCD years at renewal if no fault claims made	NCD years at renewal if one fault claim made	NCD years at renewal if two fault claims made	NCD years at renewal if more than two fault claims made
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9+	3	1	0

## Protected No Claims Bonus

Depending on certain qualifying conditions **you** may be able to protect **your** no claims bonus if you pay an extra premium. **Your** no claim bonus is only protected if this is shown on your **statement of fact**. If your no-claim bonus is protected **we** will not reduce it if **you** do not make more than two claims during any three years of insurance. If three or more claims are made during any three-year period, **we** will reduce the discount **you** receive.

It does not mean that **your** premium will not be increased if, for example, **your** accident or conviction record justifies this.

## How to make a claim

### Motor accidents

Being involved in a motor accident can be traumatic. The following will help you with some of the practical steps you will need to take. The more information you can give us, the better able we will be to defend your position and if you are at fault, settle the other party's **claim** quickly.

If you don't exchange details at the scene, report the accident to the police in person within 24 hours (you can't do so by telephone) or, if you are unable to do so due to your injuries, you must ask someone else to do it for you remembering that your **certificate of motor insurance** and driving licence will be required.

You must also advise us promptly so that your **claim** is not prejudiced and produce your **certificate of motor insurance** and driver's licence on request.

At the scene make a note of:

- the names and addresses of the people involved including your passengers and any independent witnesses;
- details of the other vehicles involved including the:
  - a) registration numbers;
  - b) other drivers' motor insurance details;
  - c) passengers in the other vehicles and, if possible, their gender and approximate age;
  - d) extent of the damage;
  - e) the time and place of the accident;
  - f) the weather and the condition of the road e.g. wet or greasy and any skid marks;
  - g) if it is dark or the visibility is poor, the lighting;
  - h) the extent of injuries suffered;
  - i) if applicable, the name and number of the attending police officer.

In addition, if it is safe to do so and you have a camera or a phone with a camera, photograph the damage to vehicles and property. If not make a rough sketch of the accident including the position of your vehicle at the time of impact.

Please do not:

- admit responsibility, negotiate any payment or refuse any **claim** without our written consent
- drive your **vehicle** if it is not roadworthy or if driving will, in any way, increase the damage.

### All other incidents

You must tell the police about all incidents of:

- theft or attempted theft;
- damage or **injury** caused by malicious persons or vandals;
- if the stolen **vehicle** is fitted with a tracker, immediately notify the tracing company;
- if an item is lost.

You must also obtain a case / loss number from the police:

- if applicable, advise the relevant lost property office;
- if applicable, make a note of the name and number of the attending police officer and obtain the crime number;
- take all reasonable steps to prevent further loss or damage.

If a camera and/or telematics device is fitted to your vehicle you must provide us with all records, footage, and/or memory cards within 48 hours of the incident.

## Important Information

We strongly recommend that you keep a record of all information given to us, another insurer and your broker or agent including details of telephone calls, copies of all letters, emails, the proposal form and/or the statement of fact and any supplementary questionnaires you completed.

If you require your documentation in an alternative format such as large print, please contact your broker, agent or us.

To ensure we maintain a high quality of service, we may monitor and record telephone calls. For your policy to operate fully you **MUST**, at all times comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the general, specific and section conditions and exclusions to ensure that you can comply with all our requirements.

Please note that your schedule will show whether other more specific terms, limitations, conditions, exclusions and excesses have been imposed. It is a requirement of this policy that you are able to provide sufficient information to substantiate any claim you make. Failure to do so may delay or prejudice your claim.

## Essential Information & Notification of changes

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes and renew your policy.

Essential information is defined in the policy as "All information and any particular circumstances which would influence us in our decision to provide or restrict cover and to set the level of premium and excess(es)". If you are not sure whether something is important or relevant, please tell us, your broker or agent anyway as failure to do so may result in our

- cancelling your policy and refusing to pay any claim or;
- not paying a claim in full or;
- revising the premium and/or changing an excess or;
- revising the extent of cover provided or the terms, conditions or exclusions of this policy.
- the suspension, revoking, altered terms or refusal to renew driving or other licences;
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking;
- details of any County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, criminal convictions, Individual Voluntary Arrangements (IVA), the bankruptcy or insolvency of you or any person insured by this policy;
- you or any person insured by this policy being disqualified from acting as a company director for any period of time;
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle;
- details of any non motoring offences of any person allowed to driver or of any pending prosecutions.

Here are some examples of changes we should be told:

- a change or addition of a vehicle;
- any alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic;
- a change in the purpose for which the vehicle is used;
- a change in the person who uses the vehicle most;
- a change of address;
- your or a driver's change of name;
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all;
- details if you or any other person allowed to drive the vehicle suffers from a health condition which the DVLA or any other licencing authority are or should have been made aware such as diabetes, epilepsy, a heart condition or any other chronic condition;

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain a Certificate of Motor Insurance or any other insurance. This includes disclosing all convictions and incidents which may give rise to a claim.

## Essential Information & Notification of changes (continued)

### Motor Insurance Database

It is a legal requirement that details and registrations of the vehicles you own are added to the MID which is managed by the Motor Insurers' Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVA, the Insurance Fraud Bureau and other bodies permitted by law, for electronic vehicle licensing, Continuous Insurance Enforcement, preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services aimed at reducing the level and incidence of uninsured driving. Other insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad. Other people pursuing a claim in respect of a road traffic accident, their personal or appointed representatives, whether within the United Kingdom or overseas may also obtain relevant information which is held on the MID.

### Driving licence information

Driving licence checks may be completed prior to renewal of the policy where you have supplied your own and your named drivers licence details.

### Administration, management information and regulatory compliance

The information you supply may be:

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance broker or agent;
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting;
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct;

- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators;
- provided to, shared with and checked against various databases (including the No Claims Bonus Database), the DVLA, fraud prevention agencies and public bodies including the police when you apply for, renew or amend this insurance or make a claim.

We may, in addition, contact you by text or email regarding claims, payment defaults and policy administration.

### Fraud detection and prevention

Insenture Underwriting and other participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud:

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR);
- provide the DVLA or, where applicable, the DVA with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data;
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity;
- undertake checks against publicly available information such as the electoral roll, County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders;
- validate your claims history or that of any insured person or property involved in the policy or a claim.

## Our Service Commitment

### What to do if you have a complaint

We are dedicated to delivering a first class level of service to all policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

Our customer service team is here to help on [Complaints@Insentureunderwriting.com](mailto:Complaints@Insentureunderwriting.com) or 0330 124 5773 who will do all they can to swiftly resolve the issue. You can request a copy of our complaints procedure free of charge at any time.

You can also write to us at:

Insenture Underwriting Services Limited  
First Floor  
94 - 102 High Street  
Hampton Hill  
TW12 1NY

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this timeframe we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks.

If your complaint relates to a **claim** you have made then contact Tradex below:

Complaints Manager  
Tradex Insurance Company Limited  
7 Eastern Road, Romford, Essex, RM1 3NH  
[complaints@tradexinsurance.com](mailto:complaints@tradexinsurance.com)  
01708 729510

When contacting us please provide:

- A policy number and/or **claim** number.
- An outline of your complaint.
- A contact telephone number.

If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## Our Service Commitment (continued)

### Customer feedback

If you have any suggestions or comments about our cover or the service we have provided please email [info@insentureunderwriting.com](mailto:info@insentureunderwriting.com)

We always welcome feedback to enable us to improve our products and services.

### Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

### Financial Services Compensation Scheme

Tradex Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this **policy**.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

FSCS  
PO Box 300  
Mitcheldean GL17 1DY

If you are still dissatisfied with the way your complaint has been handled, you can use the Online Dispute Resolution Platform (ODR) to submit your complaint for an independent assessment at: [https://ec.europa.eu/info/index\\_en/](https://ec.europa.eu/info/index_en/)

### Your insurance intermediary

In the event that we are unable to continue to trade with your insurance intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant **FCA** authorisation is revoked we reserve the right to pass your **policy** and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

## How we use your information

We believe in keeping your information safe and secure. Full details of what **data** we collect can be requested from our **Data** Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information.
- How we may check the information you have provided to us against other sources such as databases.
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

### How we may collect your information

We may collect details about you from:

- Information you give to brokers.
- Information you give us in online forms and other forms.
- Other sources such as Google Earth and social media.
- Third parties and other sources.
- Telematics systems.

### What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### How we may share your information

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

### How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

### Driving Licence checks

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk). The DVLA may also be used to search your (or any named third party's) no claims bonus details against a no claims bonus database to obtain information in relation to your NCD entitlement. We may pass details of your no claims bonus to certain organisations to be recorded on a NCD database.

## How we use your information (continued)

### Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated).

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

### Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com).

### Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, Police and other organisations may also access these databases.

### Claims History

We may process data relating to your claims history for the purposes of assessing any **claim** you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or **claim**, or at time of renewal.

### Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

## How we use your information (continued)

### Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

### Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

### Data protection officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer  
Insenture Underwriting Services Limited  
First Floor  
94 - 102 High Street  
Hampton Hill  
TW12 1NY

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