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*Tradewise Insurance Company Ltd*

## PRIVATE MOTOR INSURANCE POLICY



The way insurance should be.



## YOUR INSURANCE

This document is a legally binding contract of Insurance between you and us (Tradewise Insurance Company Ltd.). The contract is based on the information you gave us in the **Proposal** you signed or a Statement of Fact that you have made.

We agree to insure you under the terms, conditions and exceptions contained in this booklet and any **Endorsements** that apply to this booklet. You are insured for any liability, loss or damage that occurs during any **Period of Insurance** for which you have paid, or agreed to pay a premium.

You and we are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or in the case of a business, the law of the country in which the business is registered or resides as the principal place of business) will apply.

For those cases where the vehicle is registered in Spain, Spanish law on Insurance Policies 50/1980, dated 8th October, and Spanish law on the Ordination and Supervision of Private Insurance and related Subordinate Legislation apply.

## GUIDANCE NOTES

We rely on the information you gave us being correct and complete. If it was not, you may not be covered by this Insurance.

You must tell us about changes in the information you gave us. If you do not, you may not be covered by this Insurance.

You must also tell us about any changes you want us to make to this document.

## DEFINITIONS

These words have the same meaning wherever they are used in this Insurance:

1. **Certificate of Insurance** shall mean the document showing that the Policy meets the legal requirements for insuring motor vehicles in accordance with relevant motor vehicle legislation in certain EEA states.
2. **Company** shall mean Tradewise Insurance Company Ltd.
3. **Endorsement** shall mean an amendment to the terms of this Insurance.
4. **Insured** shall mean the person(s) as shown on the **Schedule** of Insurance.
5. **Insured Vehicle** shall mean any vehicle described in the **Schedule** (and shall include any other motor vehicle details of which have been supplied to and accepted by the **Company** provided that the **Certificate of Insurance** delivered to the **Insured** remains effective.)
6. **Licence** shall mean a Full UK or European Union driving licence (which has been held for a minimum of 24 months).
7. **Period of Insurance** shall mean the period specified in the **Schedule**.
8. **Proposal** shall mean the **Proposal** Form or Statement of Fact given to the **Company** completed by the **Insured** and/or their representative.
9. **Schedule** shall mean the document issued with your Policy booklet which shows details of the **Insured**, **Period of Insurance**, **Endorsements** applicable, excess(es) and the cover provided.
10. **Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

## MOTOR INSURANCE POLICY DOCUMENT

The Policy, 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 Tradewise Insurance Company Limited (hereinafter referred to as "**the Company**") agree that:

1. The **Proposal** and declaration by which the **Insured** has applied to the **Company** for this Insurance shall be incorporated into and form part of this contract;
2. The **Insured** will pay the Premium on demand;
3. The **Company** will provide Insurance subject to the terms of this Policy while an **Insured Vehicle** is:
  - (a) being used on any road or temporarily garaged or parked during the course of a journey in or on any premises not owned by or in the occupation of the **Insured** or any partner, director, employee or person named or described in the **Schedule**;
  - (b) garaged in the private domestic garage or parked at the private residence of the **Insured** or any partner or director named or described in the **Schedule**;in respect of accident, injury, loss or damage occurring in any member country of the European Union including Sea Transit between any parts in those places including the 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 and conditions of this Policy relating to anything to be done or complied with by the **Insured**;
  - (b) the statements and answers given in the **Proposal** are to the best of the **Insured's** knowledge correct and complete;
  - (c) the need for full disclosure of any information which may affect the underwriting of a risk at renewal (or in the case of additional driver(s));

Your attention is drawn to the **Data Protection Notice**, starting on page 12 of this document, in relation to data sharing for the purpose of Fraud Prevention and Detection.

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

<b>COVER</b>	<b>Sections Operative</b>
<b>Comprehensive</b>	All sections
<b>T.P.F.&amp; T</b>	1,2(2)&(3),3,4,5,6&7
<b>T.P.O.</b>	1,3,4,5,6&7

Cover as specified in the Operative **Endorsements** Section of the **Schedule**.

**SECTION 1 - LIABILITY TO THIRD PARTIES**

**(1) Indemnity to the Insured**

- (a) The **Company** will indemnify the **Insured** against their legal liability in connection with the **Insured Vehicle** (inclusive of any one trailer attached to the **Insured Vehicle**) for damages and claimant's costs and expenses and all costs and expenses incurred with their prior written consent in respect of:-
- (i) Accidental death of or bodily injury to any person or persons caused by or arising out of the use of the **Insured Vehicle**;
  - (ii) Accidental damage to property (not belonging to or in the custody or control of the **Insured** or being conveyed by or in the **Insured Vehicle**) caused by or arising out of the use of any such vehicle (including the loading or unloading of such vehicle) but the indemnity against liability for such damage is limited to 1,000,000 Euros in respect of any one claim or number of claims arising out of one event.
- (b) The **Company** will at the **Insured's** request (or may at their option) arrange for and will pay the fee of a Solicitor to represent the **Insured**:
- (i) At any Coroners Inquest or Fatal Enquiry in respect of any death;
  - (ii) In any Court of Summary Jurisdiction in any proceedings in respect of any act caused by or relating to any event which may be the subject of indemnity under this Section.

**(2) Indemnity to other persons**

The **Company** will under the terms of Sub Section (1) indemnify:

- (a) Any person driving the **Insured Vehicle** on the **Insured's** order or with his permission;
- (b) At the request of the **Insured** any passenger who is in or mounting into or dismounting from the **Insured Vehicle**.

- (3) 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 their legal representatives under the terms and conditions of this Insurance.

**EXCLUSIONS TO SECTION 1**

The **Company** shall not be liable:

- (a) Under Sub Section 2 or 3 to indemnify any person:
  - (i) Unless they observe, fulfil and be subject to the terms, exclusions and conditions of this Insurance in so far as they can apply;
  - (ii) If they are entitled to indemnity under any other Insurance;
  - (iii) In the event of any claim which, if made against the **Insured**, would not have been the subject of indemnity under this Insurance;
- (b) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles (No. 90/232/EEC);

- (c) In respect of damage to property belonging to or held in trust by or in the custody or control of the **Insured**, passenger or of any person specified in the **Certificate of Insurance** and claiming indemnity under this Section or damage to any property being conveyed by the **Insured Vehicle**;
- (d) In respect of damage to any motor vehicle in connection with which indemnity is provided by this Insurance;
- (e) In respect of damage to any bridge, weighbridge, viaduct, road or other surface over which the **Insured Vehicle** is driven, or anything beneath such surface caused by the weight or vibration of the **Insured Vehicle** or its load;
- (f) In respect of liability incurred by the **Insured** arising out of the operation as a tool of trade of such motor vehicle or of plant forming part thereof or attached thereto;
- (g) In respect of death of or bodily injury to any person or damage caused by or arising out of or in connection with the bringing of a load to such vehicle for loading thereon or the taking away of any load from such vehicle after unloading therefrom;
- (h) Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle**;
- (i) In respect of death or bodily injury to any person being conveyed in or on a semi-trailer as defined in the European Communities (Road Traffic) Regulations, 1992 (Statutory Instrument No. 347/1992) connected by any means whatsoever to an **Insured Vehicle** which is being used in a public place.

## SECTION 2 - LOSS OR DAMAGE

The **Company** will indemnify the **Insured** in respect of the **Insured Vehicle** against:

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

A claim for any unobtainable part or accessory as a result of Fire, Theft or Damage will be limited to the cost shown in the Manufacturer's last published list price plus the reasonable cost of fitting.

The **Company** shall not be liable for any delay where new parts have to be obtained nor shall they be liable for loss of use of the **Insured Vehicle** or any depreciation in value.

If the **Insured Vehicle** is not of EEA specification (import) any loss or damage covered by the Policy may be settled on a cash basis in lieu at our discretion.

If we settle a claim on the basis that the **Insured Vehicle** is a total loss or uneconomical to repair the salvage will be retained by you. The Insurance will become null and void and the **Company** will be entitled to the premium for the unexpired **Period of Insurance**.

The maximum amount we will pay will be the market value of the **Insured Vehicle** immediately prior to the loss or damage but not exceeding your estimate of value shown on the **Proposal**.

The same cover also applies to accessories and spare parts relating to the **Insured Vehicle** whilst these are in or on the **Insured Vehicle**. The maximum amount we will pay in respect of in car equipment is 150 Euros.

If, to our knowledge, the **Insured Vehicle** is subject to a hire purchase or leasing agreement, such payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

If the **Insured Vehicle** is disabled due to loss or damage insured under this policy we will pay the reasonable cost of protection and removal to the nearest repairers.

If you have more than one vehicle insured with us the maximum we will pay in respect of loss or damage whilst the **Insured Vehicles** are garaged together at the same location will be 150,000 Euros.

## EXCLUSIONS TO SECTION 2

The **Company** shall not be liable for:

- (1)
  - (a) Loss of use, consequential loss, depreciation, diminution of value following repairs, wear and tear, mechanical, electrical, electronic and computer breakdowns, failures or breakage;
  - (b) Any delay where new parts or accessories have to be obtained. Should any part or accessory be unprocurable the liability of the **Company** shall be limited to the Manufacturer's last list or published price for such part or accessory;
- (2) Damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (3) Loss, destruction or damage directly occasioned by pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (4) Any loss of or damage to stereos or any other sound reproduction equipment, mobile telephones, citizens band radio and any other personal effects;
- (5) Any loss destruction of or damage to tools;
- (6) Any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery;
- (7) Damage by frost unless the **Insured** has:
  - (a) Added to the water in the water system anti-freeze solution and has maintained the solution in such proportion; or
  - (b) When the **Insured Vehicle** is not in use, completely drained the water from the radiator the cylinder block and the entire circulatory water system by all plugs or taps provided;
- (8) Damage caused by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on his behalf;
- (9) Loss or damage occasioned by theft or attempted theft or any malicious act expedited by or in any way brought about by the **Insured**, any employee, partner, director or any member of their families;
- (10) Loss or damage of any **Insured Vehicle** by deception by a purported purchaser or agent;
- (11) Loss or damage to any **Insured Vehicle** whilst in the process of being repossessed by the **Insured**;
- (12) Loss or damage to any **Insured Vehicle** whilst being towed, lifted or transported by the **Insured** or by any person named in the **Schedule** or **Certificate of Insurance**;
- (13) Loss or damage to any trailer and for goods carried on or within any trailer;
- (14) The first 500 Euros of any loss when the **Insured Vehicle** is a convertible or soft top model. This excess is in addition to any other excess clause or exclusion which may be applied.
- (15) Loss or damage arising from theft while the ignition keys of the **Insured Vehicle** have been left in or on the **Insured Vehicle** or if all doors, windows and other openings have not been closed and locked.
- (16) All costs associated with the transporting of the **Insured Vehicle** outside of Spain, Gibraltar or Portugal for repair.

## SECTION 3 - TOWING DISABLED VEHICLES

This Insurance shall be operative whilst the **Insured Vehicle** is being used for the purpose of towing any one disabled mechanically propelled vehicle and the **Company** will indemnify the **Insured** under the terms of Section 1 of this Insurance in respect of liability in connection with the towed vehicle. Provided always that;

The **Company** shall not be liable in respect of damage to the towed vehicle or property being conveyed by such vehicle.

## SECTION 4 - NO CLAIM BONUS

In the event of no claim being made or arising under this Insurance during the proceeding year or years of Insurance the renewal premium will include a bonus if the Insurance is renewed for a further year. If the Insurance covers more than one vehicle, the no claim bonus will apply separately for each vehicle.

## SECTION 5 - LEGAL EXPENSES

The **Company** may, at the request of the **Insured**, arrange and pay legal defence costs up to a sum not exceeding 5,000 Euros in the event of proceedings for manslaughter or reckless or dangerous driving causing death being taken against any licensed driver in respect of any death which may be the subject of indemnity under Section 1 of this Insurance.

The **Company** reserve the right at any time to relieve themselves of further liability in respect of such legal defence costs upon payment to the **Insured** of the amount of the **Company's** total liability as stated above less the costs and expenses incurred to date. This Section shall not apply:

- (a) To any person under 25 years of age or over 70 years of age;
- (b) To any person who has been previously convicted of manslaughter or causing death by reckless or dangerous driving or of driving under the influence of alcohol or drugs.

## SECTION 6 - EMERGENCY TREATMENT

We will reimburse any person using any vehicle covered under this Insurance for payments made under any motor vehicle legislation for emergency medical treatment.

## SECTION 7 – CONTINENTAL USE / COMPULSORY INSURANCE

### European Community

In respect of the use of an **Insured Vehicle** the **Company** will provide the minimum cover required to comply with the laws relating to compulsory Insurance of motor vehicles in any country which is a member of the European Union and any other country in respect of which the Council of the European Union is satisfied that arrangements have been made or may in the future be made to follow European Union Directives which have been or will be approved by the Council of the European Union.

In addition to the minimum cover, this Insurance provides the cover shown in the **Schedule** in any of the countries within the territorial limits provided that you ordinarily reside in Spain, Gibraltar or Portugal.

## 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 other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Insurance operates relating to the Insurance of liability to Third Parties.

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

## SECTION 8 – EXTRAORDINARY RISKS (CONSORCIO) APPLICABLE ONLY TO SPANISH REGISTERED VEHICLES

### CONSORTIUM OF INSURANCE COMPENSATION

In accordance with the provisions of Sections 6 and 8 of the Legal Statute of the Insurance Compensation Board ("Estatuto Legal del Consorcio de Compensacion de Seguros", promulgated by Section 4 of Act 21/1990, of 19 December (Official state Gazette of the 20th) the Policyholder under an Insurance contract which includes an obligatory surcharge in favour of the said Public Body, as referred



to in Section 7 of the said Legal Statute, is entitled to arrange cover in respect of extraordinary risks with any insurer fulfilling the conditions laid down by current legislation, with the Insurance Compensation Board meeting compensation deriving from claims arising in respect of extraordinary circumstances in Spain which affect the risks situated therein, in favour of insured persons who, having paid the corresponding surcharges to the same, are in one of the following situations:

- a) The extraordinary risk covered by the Insurance Compensation Board is not covered by Insurance Policy.
- b) Even if covered by Insurance Policy, the obligations of the insurer cannot be met because it has been declared insolvent, in temporary receivership or, being in a situation of insolvency, is subject to liquidation proceedings or the same have been taken over by the Insurance Company Liquidation Commission.

The Insurance Compensation Board shall operate in accordance with the provisions of the said Legal Statute, amended by Act 30/1995, of 8 November, on the Regulation and Supervision of Private Insurance (Official State Gazette of the 9th), the Insurance Contracts (Act 50/1980, of 8 October), Royal Decree 2022/1986, of 29 August, promulgating the Regulations regarding Extraordinary Risks to People and Property (official State Gazette of 1 October), and complementary provisions.

## SUMMARY OF LEGAL RULES

### 1. Extraordinary circumstances covered

Extraordinary circumstances shall mean:

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary flooding, volcanic eruption, atypical cyclonic storms and falling meteorites and extraterrestrial bodies.
- b) Those occurring violently as the result of **terrorism**, rebellion, sedition, uprising and general rioting.
- c) Actions or circumstances of the Armed Forces or Security Forces and Bodies in peacetime.

### 2. Excluded risks

The following damage and injury shall not be subject to compensation by the Insurance Compensation Board:

- a) That which does not give rise to compensation pursuant to the Insurance Contracts Act.
- b) That caused to persons or property insured by Insurance contracts other than those under which a surcharge in favour of the Insurance Compensation Board is obligatory.
- c) That due to inherent vice or defect in the thing insured.
- d) That produced by armed conflict even though it has not been preceded by an official declaration of war.
- e) That which, as a result of its scale and seriousness is classified by the national government as a "natural catastrophe or calamity".
- f) That deriving from nuclear power.
- g) That due to the mere action of time or atmospheric agents other than the natural phenomena previously referred to.
- h) That caused by activities arising in the course of meetings and demonstrations carried out pursuant to the provisions of Act 9/1983, of 15 July, and during the course of legal strikes.
- i) Indirect losses of any type deriving from direct or indirect loss or damage.
- j) That caused by bad faith on the part of the Insured.
- k) That arising prior to payment of the first premium.
- l) That arising whilst cover is suspended or the contract terminated as a result of failure to pay premiums.
- m) That relating to policies dated or which come into effect if later, less than 30 days before the date on which the loss or damage occurs, except in the cases of replacement or substitution of policy or automatic adjustment of sums insured.



### 3. Excesses

In damage Insurance the same shall be 10% of the amount of the claim but may not exceed 1% of the sum insured nor be less than 150.25 Euros. The said lower limit shall not apply when the sum insured is equal to or less than 15025.30 Euros. In cases in which the said sum insured is equal to or exceeds 6,010,121.04 Euros, the excess scale shall be applied in relation to percentage of claim and absolute maximum limits as laid down by Section 9 of the Regulations regarding Extraordinary Risks to Persons and Property, as promulgated by Royal Decree 354/1988 of 19 April. The excess shall be applied to each claim and in respect of each risk situation.

No deduction by way of excess shall be made in the Insurance of persons.

### 4. Optional terms in ordinary Insurance

In cases in which the ordinary policy includes clauses covering first loss, replacement value, floating capital or capital benefit terms, the said types of Insurance shall also apply to compensation for losses deriving from extraordinary circumstances in the same terms, the said cover covering the same property and sums insured as the ordinary policy. Such clauses may not be included in the coverage of extraordinary risks unless they also apply in the ordinary policy.

### 5. Under – and over – Insurance

In cases of under-Insurance, the **Insured** shall be Insurer in respect of the corresponding proportion. If the sum insured substantially exceeds the value of the interest, the loss effectively caused shall be the subject of compensation.

In the case of loss the **Insured** must:

Notify the occurrence thereof to the Offices of the Consortium of Insurance Compensation or the Insurance Company which issued the policy, within seven days from the time the person became aware of the loss. The notification should be made by means of the form established for said purpose which is available at said offices and accompanied by the following documentation:

- a) Copy or photocopy of the premium receipt confirming payment of the premium corresponding to the current annual instalment and those which expressly indicate the amount, date and method of payment thereof.
- b) Copy or photocopy of the clause relating to coverage of Extraordinary Risks, General, Specific and Special Conditions of the ordinary policy, as well as any modifications, appendices or supplements to said policy, as appropriate.
- c) Copy or photocopy of the National Identity Card or Fiscal Identity Number.
- d) Information regarding the banking entity at which the indemnifiable amounts have to be deposited, indicating the entity number, the branch number, the check digit and the account number, as well as the address of said entity.
- e) Retain evidence and remains from the claim for the expert appraisal and in the case of this being completely impossible, present documentation to evidence the damage such as photographs or statutory declarations, which will be at the cost of the **Insured**. At the same time, efforts should be made to ensure that no additional damage or loss is caused, which would be payable by the **Insured**.

## GENERAL EXCLUSIONS (Applicable to all Sections)

The **Company** shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability occurring whilst any **Insured Vehicle** is being:
  - (a) Used otherwise than in accordance with the "Limitations as to Use" specified in the **Certificate of Insurance**;
  - (b) Driven by or is in the charge of for the purpose of being driven by any person who is not named on the **Certificate of Insurance** bearing the Document Number, and issued to the **Insured** by the **Company** or is being used otherwise than within the "Limitations as to Use" specified in such **Certificate of Insurance** which is incorporated herein;
  - (c) Used for Hire or Reward or is drawing any trailer except as provided in Section 3 hereof or otherwise endorsed hereon;
  - (d) Used for any Competition, Rally or Trial;
  - (e) Driven by any person who does not hold a **Licence** to drive such motor vehicle unless such person has held and is not disqualified from holding or obtaining such a **Licence**;
  - (f) Driven by or in charge of for the purpose of being driven by any person under 30 years of age.
2. Any accident, loss, damage or liability:
  - (a) Arising out of the explosion of the boiler of any vehicle as described herein other than death or bodily injury caused by or arising out of the use of such vehicle on a road within the meaning of any Motor Vehicle Legislation;
  - (b) For damage to property caused by sparks or ashes from the **Insured Vehicle** or from any trailer or plant attached to or detached from such vehicle;
  - (c) To the **Insured Vehicle** arising out of or in connection with the obtaining of the **Insured Vehicle** by deception or attempt thereof, fraud or trickery.
3. Any legal liability which attaches by virtue of any agreement or contract but which would not have attached in the absence of such agreement or contract.
4.
  - (a) Loss of, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss, OR
  - (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) Ionising radiation 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 explosive nuclear assembly or nuclear component thereof.
5. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), act of **Terrorism**, civil war, rebellion, revolution, insurrection or military or usurped power except as so far as is necessary to meet the requirements of any Motor Vehicle Legislation.
6. Any accident, injury, loss or damage arising during or in consequence of:-
  - (a) earthquake or;
  - (b) riot or civil commotion
7. Any accident, injury, loss, damage and/or liability (whether within any Motor Vehicle Legislation or not) caused, sustained or incurred whilst any **Insured Vehicle**, with which Insurance and/or indemnity is granted hereunder is being used, for Public or Private hire, or for the carriage of passengers for Hire or Reward, or for the carriage of goods of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against such vehicle in the **Schedule**, contained in the **Proposal** or thereafter as declared to and accepted by the **Company**.
8. Any injury, loss or damage caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by one incident at a specific time and place during the **Period of Insurance** and is sudden, identifiable, unintended and unexpected. The pollution caused by one incident will be considered to have occurred at the time the incident took place.
9. Any accident, injury, loss, damage and/or liability of whatsoever nature whilst the **Insured Vehicle** is in or on that part of an Aerodrome, Airport, Airfield or Military Base provided for:
  - (a) the take off or landing of aircraft and for the movement of aircraft on the surface;
  - (b) aircraft parking across aprons including the associated service road, refuelling areas and ground equipment parking areas.

10. Bodily injury or loss of or damage to property caused by or through or in connection with anything sold, transported or supplied by or on behalf of the **Insured** other than such injury or damage occurring due to an accident to the conveying vehicle or due to accidental spillage of goods from the **Insured Vehicle** or shifting of the load on the **Insured Vehicle**.
11. Any accident, loss, damage, injury or liability caused, sustained or incurred in respect of:
  - (a) the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on their behalf;
  - (b) any motor vehicle owned, hired, loaned by or subject of a hire purchase agreement with the **Insured's** Employee and having the statutory registration in their name.
12. Any accident, loss, damage, injury or liability in respect of any motorised or towed caravan for:
  - (a) any fire or explosion arising from the use of heating or cooking equipment;
  - (b) any claim under Section 2 (Loss or Damage) to any contents or permanent fixtures and fittings.
13. Any claim under Section 1 of this Insurance, arising out of the carriage, preparation, sale or supply of any foods or drinks from the **Insured Vehicle** or to any loss of or damage to food and drink arising out of the defect of any equipment used in connection with the carriage of food or drink.
14. Any accident occurring whilst the **Insured Vehicle** is being driven or used in an unroadworthy or unsafe condition or while it is carrying passengers or goods of such a number or such a weight or size or in such a way as is likely to impair the safe driving or control of the vehicle, or is likely to cause damage to any person or property whether in or on the **Insured Vehicle** or not.
15. Any loss or damage which at the time of the occurrence of such loss or damage is insured by or would be, but for the existence of this Insurance, insured by any other existing Insurance except in respect of any excess beyond the amount which would have been payable under such other Insurance had this Insurance not been affected. Provided always that nothing in this Exclusion shall impose on the **Company** any liability from which they would have been relieved under Exclusion (a)(ii) to Section 1.
16. Any fine, penalty or punitive or exemplary damages.
17. The **Company** shall not be liable under this Insurance for any loss, damage or liability while the **Insured Vehicle** is being driven by, or is in charge of, the person(s) named in Section 5 of the **Certificate of Insurance** if they are or have been convicted of a drink/drugs offence, or it is proven to the satisfaction of the **Company** that they were under the influence of drink/drugs at the material time.

## **CLAIMS CONDITIONS**

### **(Applicable to all Sections)**

#### **Claims Procedure**

The **Insured** or his/her legal personal representatives must notify the **Company** of any accident, injury, loss or damage within a maximum period of seven days from the day on which it was known. If the former fails to do so, the **Company** may claim damages and losses for non-declaration, unless it can be shown that the **Company** had knowledge from another source.

Within a maximum period of five days from the day of notification of the accident, injury, loss or damage the **Insured** shall, in addition, send notification to the **Company** with information pertaining to the circumstances and consequences of the loss, and in particular, the date, time, duration of the loss, the known or presumed causes, the means adopted to minimise the consequences, the circumstances in which it occurred and a list of known damage.

Any communication you receive about the incident should be sent to us immediately unanswered. You or your legal personal representative must also let us know immediately if anyone insured is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal inquiry.

You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or in the name of the person claiming under the Insurance, the defence or settlement of any claim, or take proceedings for our own benefit to recover any payment we have made under this Insurance. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this Insurance shall give us all the information and assistance necessary for us to achieve a settlement.

**All documentation relating to a claim should be submitted to us via your Insurance Adviser or direct to Tradewise Insurance Company, Suite 943, Europort, Gibraltar, Europe.**

## GENERAL CONDITIONS (Applicable to all Sections)

1. (a) The **Company** or the **Company's** duly authorised agent may cancel this Insurance by giving not less than seven days notice from the date of the despatch of a letter to the **Insured** at his last known address. On the return of the current **Certificate of Insurance** the **Company** will refund a proportionate amount of the premium for the unexpired **Period of Insurance**. When such cancellation follows the failure of the **Insured** to pay the full premium the amount returned to the **Insured** will be after deduction of premium at the **Company's** Short Period Rates for the time the Insurance has been in force. (NOTE - no return of premium will be allowed where the Policy is cancelled by the **Company** following the payment of a claim under this Insurance on a total loss basis).  
OR,  
(b) The **Insured** or the **Insured's** duly authorised agent may cancel this Insurance on the date of the return of the current **Certificate of Insurance** and provided that there has not been a loss or accident likely to give rise to a claim during the **Period of Insurance**, the **Insured** shall be entitled to a return of premium at the **Company's** Short Period Rates for the time the Insurance has been in force. When Insurance is cancelled the **Insured** is required to return to the **Company** immediately the current **Certificate of Insurance** in accordance with Section 147 of the 1988 Road Traffic Act or the equivalent of any superceding legislation.

Period not exceeding:	1 week	2 weeks	1 month	2 months	3 months
Amount payable:	12½%	17½%	25%	37½%	50%
Period not exceeding:	4 months	6 months	8 months	Over 8 months	
Amount payable:	62½%	75%	87½%	FULL PREMIUM	

2. The **Insured** shall take all reasonable steps to safeguard the **Insured Vehicle** from accident, damage or loss and to maintain and keep it in a proper state of repair and condition. When the **Insured Vehicle** is left unattended or unoccupied it shall be locked with all windows closed and all keys removed. The **Insured Vehicle** shall be available at all reasonable times for inspection by the **Company** or their duly authorised agents.
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 an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf or the time being in force. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the **Company**.
4. The due observance and fulfilment of the terms, provisions, conditions and **Endorsements** of this Insurance in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said **Proposal** shall be conditions precedent to any liability of the **Company** to make any payment under this Insurance.
5. If the **Insured** or anyone acting on their behalf makes any claim which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen, this Insurance shall become void and all claims hereunder shall be forfeited.
6. This Insurance is a contract personal to the **Insured**, and is not assignable in any case whatsoever, and no person save the **Insured**, or in the case of his death his Legal Personal Representative, shall have any right against the **Company** either as Assignee or Transferee or any right of indemnity, or of any right to receive monies payable hereunder whether admitted or not, in any other case whatsoever save as appears by endorsement.
7. The **Insured** shall notify the **Company** immediately of any material change or alteration to this Insurance, including changes of address, nature of vehicles to be covered (as stated on the **Proposal**), occupation, use, drivers, main user, motoring convictions, disabilities, or any disease or physical infirmity which could impair the persons ability to drive. Failure to do so may result in this Insurance being void and all claims forfeited.

8. This Policy shall only cover damages adjudged against a person **Insured** hereunder and claimants costs and expenses recoverable from such person subject to the original action or suit for such damages being brought in and finally adjudicated in any country which is a member of the European Community or any other country in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of the European Community Directive on Insurance of civil liabilities arising from the use of motor vehicles.
9. If the **Company** have accepted the proposal of annual Insurance by payment in instalments and in the event that payment is not made on time, the **Insured** must immediately pay all the remaining instalments. If the **Insured** fails to comply with the terms of the Direct Debit Mandate, the **Company** will cancel the Insurance within 7 days of writing to the **Insured**. In the event of cancellation of the Insurance any current **Certificate of Insurance** or Cover Note must be surrendered to the **Company**. In the event of a claim arising and the Insurance being cancelled the **Company** have the right to recover all outstanding premium due to the **Company** and have the right to deduct the outstanding premium from any claim in which they are indemnifying the **Insured**. In the event of a change in the Insurance resulting in a lower premium, the **Company** will adjust the remaining instalments, or the **Company** may make any refund through the **Insured's** Insurance Advisor. If a change results in a higher premium, the **Company** will usually adjust the remaining instalments but reserve the rights to request immediate payment.

## **IMPORTANT NOTICE TO THE INSURED DATA PROTECTION NOTICE**

This document contains important information relating to the details you have given us. **This notice should also be shown to anyone else that is insured under this policy.** This document draws to your attention the systems we have in place which allow us to detect and prevent fraudulent claims.

## **FRAUD PREVENTION AND DETECTION**

In order to prevent and detect fraud we draw to your attention, in accordance with Data Protection Legislation, the fact that we may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. We may also pass your details through any number of data sharing/fraud prevention Agencies such as Hunter and CIFAS.

Your Insurance cover details will be added to the relevant database (in respect of the country to which your vehicle is registered) on the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Motor Insurance Anti Fraud and Theft Register. It is a condition of your policy that you must tell us about any incident (such as accident or theft) whether or not it gives rise to a claim as soon as possible. We will pass information relating to it on to these Agencies. **If you or anyone acting on your behalf gives us false or inaccurate information and we suspect fraud, all benefits under this policy will be void.** The matter will be recorded with the above Agencies and pursued in accordance with the law.

We may share information about you with our associated and subsidiary Companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **Company** wish to make it clear that the vast majority of honest Policyholders suffer as a result of a few. Our aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, we are able to address fraud in such a manner that enables us to keep premiums competitive.

## ENDORSEMENTS

Those **Endorsements** printed hereafter whose numbers appear in the **Schedule** are applicable; all other **Endorsements** printed hereafter are deemed to be deleted unless reference is made to them in any **Endorsement** which is applicable or which becomes applicable:

### CV 3. ALL SECTIONS EXCESS

The **Company** shall only be liable for the amount in excess of the first (the amount shown in the **Schedule**) in respect of each and every claim under this Insurance.

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

### CV 4. ACCIDENTAL DAMAGE EXCESS

The **Company** shall only be liable for the amount in excess of the first (the amount shown in the **Schedule**) in respect of each and every claim under Section 2(1) of this Insurance.

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

### CV 5. FIRE & THEFT EXCESS

The **Company** shall only be liable for the amount in excess of the first (the amount shown in the **Schedule**) in respect of each and every claim under Section 2(2) and (3) of this Insurance.

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

### CV 6. UK EXCESS

The **Company** shall only be liable for the amount in excess of the first (the amount shown in the **Schedule**) in respect of each and every claim under Section 2 of this Insurance whilst the **Insured Vehicle** is being used in the United Kingdom, subject to such use being approved by the **Company** and an International Motor Insurance Certificate (Green Card) being in force.

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

### CV 7. ADDITIONAL EXCESS

The **Company** shall only be liable for the amount in excess of the first (the amount shown in the **Schedule**) in respect of each claim under Section 2 of this Insurance.

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

### CV 22. TRAILERS

The indemnity granted under this Insurance extends to apply to one trailer whilst attached to or accidentally detached from the **Insured Vehicle**.

### CV 23. TRAILERS ATTACHED/DETACHED

The indemnity granted under this Insurance extends to apply to any trailer declared to the **Company** and owned by the **Insured** whilst attached to the **Insured Vehicle** or detached therefrom and out of use. Provided always that such trailer whilst detached is kept on premises owned or occupied by the **Insured**, or premises used for delivery or collection by the **Insured** provided such premises are securely locked and declared to the **Company**. It is further declared and agreed that the **Company's** maximum liability in respect of any one trailer shall be up to but not exceeding the sum stated on the **Proposal** or subsequent notification supplied to and agreed by the **Company**.

### CV 24. WINDSCREEN

The **Company** will indemnify accidental breakage of glass in the windscreen or windows, and/or scratching of bodywork resulting solely and directly from such breakage. Payment under this Section will not affect the allowance of No Claim Discount providing that the payment does not exceed 650 Euros.

### **CV 33. SOUND REPRODUCTION EQUIPMENT**

Section 2 of this Insurance extends to include any sound reproduction equipment (but excluding any compact discs, cassettes, tapes thereto) details of which have been supplied to and accepted by the **Company** subject to a maximum value stated in the **Schedule**.

### **CV 36. EXCLUDING DRIVERS UNDER 30 OTHER THAN NAMED**

General Exclusion 1(f) is inoperative in respect of the person(s) named in the **Certificate of Insurance**.

### **CV 37. TPF & T RE: NAMED DRIVER**

Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Certificate of Insurance** giving effect to the application of this **Endorsement** only Section 1,2(2) and (3),3,4,5,6 and 7 are applicable.

### **CV 38. ANY DRIVER OVER 25**

General Exclusion 1(f) is replaced by "Driven by or in charge of for the purpose of being driven by any person under 25 years of age."

### **CV 39. ANY DRIVER OVER 21**

General Exclusion 1(f) is replaced by "Driven by or in charge of for the purpose of being driven by any person under 21 years of age."

### **CV 41. ANY DRIVER OVER 18**

General Exclusion 1(f) is replaced by "Driven by or in charge of for the purpose of being driven by any person under 18 years of age."

### **CV 42. CO-INSURANCE CLAUSE**

It is hereby declared and agreed that in respect of any claim for loss, damage or liability under Section 2 of this Insurance, the **Insured** shall contribute an amount equivalent to 10% of each and every claim, such contribution always to be not less than the "excess" in the Exclusions to Section 2 and the **Schedule** of this Insurance. The expression "claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

### **CV 45. IMMOBILISER WARRANTY**

The **Company** shall only be liable under Section 2(3) Theft, for any claim arising where an approved immobiliser or immobiliser alarm has been fitted to the **Insured Vehicle** in accordance with the Manufacturer's instructions and is in active operation at all times when the **Insured Vehicle** is left unattended. Proof of fitting of an immobiliser device to the **Insured Vehicle** will be required prior to or in the event of a claim arising under this Section.

### **CV 46. TRACKER SYSTEM**

If shown in the **Schedule** as applying to the **Insured Vehicle**, a Tracker system, as approved and agreed by us, is required to be installed and it is a condition of this Section of the Policy that:

- a) The Tracker system is kept in an efficient and effective condition.
- b) A service contract is kept continuously in force with the Tracking Company, and the company responsible for the service contract is immediately advised by you of any apparent defects or failures in the system or signalling.
- c) All detection devices and their circuitry connection for continuous functioning are fully operable at all times.
- d) The system is put into full and effective operation at all times.
- e) We are notified immediately;
  - i) if the central monitoring body give written or verbal warning of possible intended withdrawal of response.
  - ii) Before any alteration to or replacement of the Tracker system and its associated service contract is made.

### **CV 47. DELETE NO CLAIM BONUS**

The benefits granted by Section 4 (No Claim Bonus) have been deleted.



**CV 152. HIRE OR REWARD**

This Insurance shall be inoperative whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by any person other than the **Insured** or a driver in the employ of the **Insured**, unless the vehicle is being used for Social, Domestic and Pleasure purposes. It is further declared and agreed that the exclusion in General Exclusions 1(c) of this Insurance relating to use for Hire or Reward shall not apply to use in connection with the **Insured's** business or occupation in accordance with the Licence issued and within the meaning defined in the Road Traffic Acts as it applies to such Licence.

**CV 161. THIRD PARTY ONLY RE NAMED DRIVER**

Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** only Sections 1,3,4,5,6 and 7 are applicable.

**CV 171. PROTECTED NO CLAIM BONUS**

The premium charged includes a No Claim Bonus discount and provided the **Insured** remains eligible for this benefit by meeting the published requirements and not having more than two claims in any continuous period of three years, the No Claim Bonus discount will be incorporated in the subsequent renewal premiums. In the event of the number of claims exceeding the above mentioned amount, the **Insured** will no longer qualify for this benefit.

**CV 184. EXCLUDING DAMAGE BY LIVESTOCK**

The **Company** shall not be liable in respect of any damage caused by livestock or bloodstock.

**CV 222. AGENCY DRIVERS**

This Insurance shall be inoperative whilst the **Insured Vehicle** is being driven by or in the custody or control of any Agency Driver.

## ALTERATIONS TO YOUR INSURANCE

### 1) ALL AMENDMENTS MUST BE NOTIFIED IMMEDIATELY

### 2) OTHER ALTERATIONS

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

### 3) COMMON LAW DUTY

You have a common law duty to advise the **Company** of any change of situation not declared to the **Company** at the time of completion of the **Proposal**, i.e. convictions or accident/loss history, as failure to declare such information may affect the validity of your Policy.

### 4) WARNING

If you are in any doubt about particular fact(s) being material to this Insurance you should disclose it/them. Failure to disclose all material information may result in this Insurance being void from inception, leaving you without Insurance cover.

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

## IF YOU ARE DISSATISFIED

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

The Compliance Officer  
Tradewise Insurance Company Ltd  
Suite 943  
Europort  
Gibraltar







*Tradewise Insurance Company Ltd*

Suite 943, Europort, Gibraltar

T: (+350) 200 60068 · F: (+350) 200 49725

E: [info@tradewise.gi](mailto:info@tradewise.gi) · [www.tradewise.gi](http://www.tradewise.gi)

TWI/AG ESP February 2016

## PRIVATE MOTOR INSURANCE POLICY

