

MOTOR TRADE  
INSURANCE POLICY

**euna**



# THANK YOU FOR CHOOSING EUNA UNDERWRITING LTD

WE AIM TO PROVIDE THE BEST COVER POSSIBLE AND CLAIMS SERVICE FOR ALL OUR POLICYHOLDERS TO GIVE YOU PEACE OF MIND. WE HAVE DONE EVERYTHING POSSIBLE TO MAKE YOUR INSURANCE DOCUMENTS AS STRAIGHTFORWARD AS POSSIBLE.

This policy booklet gives useful advice on how to make a claim and what **You** can do if You are unhappy with Our service. If **You** have any questions, please call **Your** insurance adviser who arranged this cover for **You**.

All claims must be reported within 24 hours regardless of fault to our dedicated claims team on 01279 719443

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## ISSUED BY EUNA

(Policy administrator)

In consideration of **You** having paid the premium or agreed to pay the premium on the date of inception of this contract **We** agree to provide the insurance described in this policy and **Schedule**. The policy and **Schedule** should be read together as one contract and the proposal form/ statement of fact made by **You** is the basis of the contract.

Unless specifically agreed to the contrary this contract shall be subject to English Law.

Qudos Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FSA). As an insurance company authorised within the European Union Qudos Insurance is permitted to conduct business in the United Kingdom and authorised by the Financial Conduct Authority (FCA) under reference 451184. You can check this by visiting the FCA website at [www.fca.gov.uk/consumer](http://www.fca.gov.uk/consumer)

## ABOUT THIS INSURANCE POLICY

**You** should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that **You** know what cover is provided and what **You** should do if **You** need to make a claim. If this insurance does not meet **Your** needs please contact your insurance intermediary with whom **You** arranged this insurance that **You** no longer require cover. **You** should do so within 14 days of cover starting. Please also return this policy and **Schedule**. Providing **You** have not made a claim we will refund **You** the total premium **You** have paid.

This policy and the **Schedule** are important documents. Please keep them in a safe place where you can find them should **You** need to refer to them in the future. Should **You** need to discuss any aspect of the cover then please contact **Your** insurance intermediary.

When providing this insurance we have relied on the information and statements which **You** have provided in the proposal form/statement of fact when applying for this insurance.

Date: As shown on the schedule.

Signed:



For and on behalf of  
Euna Underwriting Ltd  
TBC  
Phone: +44 203 217 1151  
Email: [motortrade@euna.com](mailto:motortrade@euna.com)  
Euna.com

## DEFINITIONS

**Business Premises** – The business address shown in the Schedule and any premises, building structure or land used, owned or occupied by **You** or any partner, director or employee or person named as entitled to drive in the Certificate of Motor Insurance for carrying out work upon or for the sale, display or storage of any motor vehicle.

Any private residence occupied by **You** or any person named to drive in the Certificate of Motor Insurance will not be treated as Business Premises for the purposes of this insurance.

**Certificate of Motor Insurance - Your** current valid **Certificate of Motor Insurance** has the same number as this policy. The Certificate also sets out who may drive the **Insured Vehicle** and the purpose for which the **Insured Vehicle** may be used

**Endorsements** - Special terms or restrictions which affect the policy cover. The **Endorsement** numbers which apply are shown on the **Schedule**.

**Excess** - The amount **You** must pay following loss of or damage to the **Insured Vehicle**. The actual amount is shown on the **Schedule**.

**Insured Vehicle** - Any motor vehicle, which is:

1. **Your** property;
2. the property of **Your** spouse, if he or she is declared as a driver on this policy;
3. held in trust by **You** or in **Your** custody or control for motor trade purposes; or
4. a vehicle leased to the **Policyholder** on a lease agreement with a minimum initial duration of 12 months.

**Limit of Indemnity** -The maximum amount we will pay for loss of or damage to the **Insured Vehicle**. This limit will apply regardless of the **Trade Value** of the **Insured Vehicle**.

**Market Value** - Applicable only to vehicles not the property of **You**, **Your** spouse or any person named on the **Certificate of Insurance** and which are in **Your** custody or control for the purpose of upkeep, service or repair. The cost to replace the **Insured Vehicle** which is the price a member of the public would pay at the time to buy one replacement vehicle. The vehicle must be of a similar make, model, year, mileage and condition. **We** use such publications as Glass's Guide to set the **Market Value** of the vehicle. Contents of customer's vehicles are not covered.

**Period of Insurance** - The length of time covered by this insurance as shown in the **Schedule**.

**Schedule -Your** details and details of the sections of this insurance document which apply to **You**.

**Territorial Limits** - Great Britain, Northern Ireland, the Isle of Man and during sea transit between ports in these areas.

**The Policyholder/Insured/You/Your** -The person or persons, company or companies declared in the **Schedule** under the heading "Insured".

**Trade Market Value** –The cost of replacing **Your** vehicle or **Your** Spouses vehicle if he or she is a named driver on this policy (in its pre-incident state) with one of the same or similar make, model, year, mileage and condition within the motor trade at a price that allows for future resale at a profit, regardless of whether that is your intention.

**We/Us/Our/Insurer – Qudos Insurance**

**Your Spouse** - The legally married husband or wife, or common law partner living and registered at the same address as **You**.

## SECTION 1 – POLICY COVER

The cover level applicable to this insurance policy is shown in your policy schedule.

### Accidental Damage

**We** will pay for loss of or damage, other than by fire, theft or attempted theft, to the **Insured Vehicle** and its accessories and spare parts in or on the **Insured Vehicle**, occurring during the **Period of Insurance** within the **Territorial Limits**.

### Fire and Theft

**We** will pay for loss of or damage to the **Insured Vehicle** and its accessories and spare parts while in or on the **Insured Vehicle**, caused by fire, theft or attempted theft occurring during the **Period Of Insurance** within the **Territorial Limits**.

**The most We will pay** will be reinstatement or replacement value at **Our** discretion and will be made to the legal owner whose receipt shall be a full discharge of **Our** liability. **We** will not enter into negotiation with any third party with regard to valuation of **Your** Vehicle.

**We will also pay** For the reasonable costs of protection and removal to the nearest repairers and delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this policy.

All claims must be reported within 24 hours regardless of fault to our dedicated claims team on 01279 719443

**We** will not pay for any of the following:

1. any vehicle:
  - (i) in or on the Business Premises; or
  - (ii) on a road at or within 400 metres of the Business Premises, unless in the course of a journey;
2. depreciation of the **Insured Vehicle**;
3. any decrease in the value of the **Insured Vehicle** following repair;
4. any cost or part of any cost of repair which improves the **Insured Vehicle** beyond its condition before the loss or damage;
5. wear and tear of the **Insured Vehicle**;
6. mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages;
7. damage to tyres caused by braking, punctures, cuts or bursts;
8. confiscation, requisition or destruction by or under order of any government or local authority;
9. the **Excess** shown on the **Schedule** for each and every occurrence to any one **Insured Vehicle**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the policy and each **Insured Vehicle** will be subject to the appropriate **Excess**. If the **Insured Vehicle** is damaged while a young or inexperienced person is driving, or in charge of the **Insured Vehicle**, **You** will have to pay the first part of the cost as shown below. This is on top of any other excesses **You** may have to pay; drivers Under 25 £500;
10. any claim under this section of the policy resulting from theft or attempted theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked;
11. any loss or damage caused by overloading or improperly loading the **Insured Vehicle** in a way that the **Insured Vehicle** was not designed for;
12. loss or damage to the **Insured Vehicle** arising directly or indirectly from work on the **Insured Vehicle** by you or anyone working on your behalf.
13. Theft or attempted theft of accessories and parts unless stolen with the vehicle itself.
14. Loss or damage arising by theft or attempted theft or any malicious act by any employee, partner, director or member of the insured's family or insured person.

## Exceptions that apply to Section 1- Policy Cover

### Your Liability

**We** will insure **You** against all sums **You** are legally liable to pay arising from:

- (a) death of or bodily injury to any person for an unlimited amount; or
- (b) damage to property up to £1,000,000. The above limits apply in respect of any one claim or a number of claims arising from one incident caused by or arising out of the use of the Insured Vehicle or a trailer attached to the Insured Vehicle.

Liability of other persons driving or using the Insured Vehicle - On the same basis and limits that We insure You under this Section We will also insure the following persons:

- (a) any person allowed by the **Certificate of Motor Insurance** to drive the **Insured Vehicle**;
- (b) any person who is using, but not driving, the **Insured Vehicle** with **Your** permission; or
- (c) any person, at **Your** request, who is travelling in, or getting into or out of, the **Insured Vehicle**.

Legal Personal Representatives - In the event of death of any person insured by this Section, We will insure the legal personal representatives of the deceased person against any liability covered by this Section.

Emergency Treatment Fees - We will pay for emergency treatment fees as required by the Road Traffic Acts.

Legal Costs - In connection with any liability which is insured by this Section, **We** will pay:

- (a) the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry;
- (b) the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving; or
- (c) other costs and expenses incurred with **Our** written consent.

## SECTION 2 – THIRD PARTY LIABILITY

1. The insurance provided under this Section will not apply:
  - (a) to the driver unless that person holds a licence to drive the **Insured Vehicle**, or has held, and is not disqualified from holding or obtaining, such a licence;
  - (b) to any person who is not driving the **Insured Vehicle**, if to the knowledge of that person, the driver does not hold a licence to drive the **Insured Vehicle** unless the driver has held and is not disqualified from holding or obtaining such a licence;
  - (c) to death, bodily injury or damage arising off the road as a result of the loading or unloading of the **Insured Vehicle** by anyone;
  - (d) to any person where the liability is insured under another policy; or
  - (e) to death of or bodily injury to any person arising out of, or in the course of, the employment of such person by any person **We** insure under this Section, except as required by the Road Traffic Acts;
  - (f) to death injury or damage arising directly or indirectly from work on the **Insured Vehicle** by **You** or any person in **Your** service or acting on **Your** behalf, except as required by the Road Traffic Acts.
2. **We** shall not be liable for loss of or damage to:
  - (a) property belonging to, or in the custody or control of, any person insured under this Section;
  - (b) any Vehicle, which is insured under this Section; or
  - (c) any luggage trailer attached to the **Insured Vehicle** or attached to any Vehicle covered by this policy, which **Your Certificate Of Motor Insurance** permits **You** to drive, or any property carried in or on such luggage trailer.

### Exceptions that apply to Section 2 – Third party Liability

- (a) **We** shall not be liable for any liability, loss or damage arising directly or indirectly from any vehicle in or on the **Business Premises**, or within 400 metres of the **Business Premises**, apart from the cover **We** must provide under the Road Traffic Acts or any laws, which apply to Motor Insurance.
- (b) **We** shall not be liable for any liability, loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000, except where **We** need to provide the minimum insurance required by the Road Traffic Acts.
- (c) **We** shall not be liable for any claim for loss of use of the **Insured Vehicle**.



## SECTION 3 – FOREIGN USE

### **Compulsory insurance cover outside the Territorial Limits**

**Your** policy provides the minimum cover for **You** or **Your Spouse** if he or she is declared as a driver on this policy, need by law to use the **Insured Vehicle** in:

- (a) any country which is a member of the European Union; or
- (b) any other country which the Commission of the European Union approves as meeting the requirements of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles.

### **Full Policy cover outside the Territorial Limits**

If **We** agree beforehand and **You** pay any extra premium, **We** will extend this Insurance, for a specified vehicle, which is owned and registered to **You**, or **Your Spouse** if he or she is declared as a driver on this policy, to provide the cover shown in **Your Schedule** while being temporarily used in other countries that are not included within the **Territorial Limits**. **We** will only agree to extend cover to countries which are covered by points (a) and (b). **We** will also insure **You** while the specified vehicle is in transit (including loading and unloading) between any countries to which this policy applies, but any sea transit must be by a Scheduled sea route.

**We** will also pay the foreign customs duty that **You** must pay as a result of loss or damage to the **Insured Vehicle** which is preventing its return to the UK.

**We** will not cover: Any accident, injury, loss, damage or liability while the **Insured Vehicle** is being:

- (a) used by any person not included as a user in Paragraph Seven of the International Motor Insurance Certificate (Green Card); or
- (b) used for any purpose other than Social Domestic and Pleasure use.

**Other charges** - **We** will insure **You** against general average contribution, salvage and sue and labour charges arising from the transportation of the **Insured Vehicle** between any countries to which this insurance applies.



## SECTION 4 – NO CLAIMS DISCOUNT

If a claim is made under **Your** policy, **We** will reduce **Your** No Claims Discount by **two** years in line with **Our** scale.

If two or more claims are made in any one **Period of Insurance**, **You** will lose all of **Your** No Claims Discount. If no claims are made under **Your** policy, **We** will increase **Your** No Claims Discount when **You** renew **Your** policy in line with the scale **We** apply at that time. The No Claims Discount is not transferable to any other person.

The amount of the discount allowed at renewal will be in accordance with **Our** scale of No Claims Discount.

One Year	20%
Two Years	25%
Three Years	30%
Four Years	42.5%
Five plus Years	50%

### Protected No Claims Discount

If **You** are eligible and **Your** Motor Policy incorporates the Protected No Claims Discount option the **Schedule** will be endorsed accordingly and the following terms and conditions apply:

**Your** No Claims Discount will not be prejudiced by a single claim in any **Period of Insurance** or any two occurring claims in any three consecutive **Period of Insurance**.

Protecting **Your** No Claims Discount protects **Your** discount level in accordance with the above. It is not a premium protection; this benefit does not guarantee that **Your** premium will not increase at next renewal.

## SECTION 5 – TOWING VEHICLES

This Insurance shall be operative whilst the **Insured Vehicle** is being used for the purpose of towing any one 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. The **Company** will not be liable for damage to towed vehicle or property being conveyed.

## GENERAL EXCEPTIONS

### Applicable to all sections

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

**Exception 1.** Any accident, injury, loss, damage or liability while the **Insured Vehicle** is being:

- (a) used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance**;
- (b) driven by or is in the charge of any person who to **Your** knowledge is not named in the **Certificate Of Motor Insurance**;
- (c) driven by **You** unless **You** hold a licence to drive such Vehicle or have held and are not disqualified from holding or obtaining such a licence;
- (d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a Vehicle, unless such person has held, and is not disqualified from holding or obtaining, such a licence;
- (e) driven by any person who holds a provisional licence;
- (f) used for racing, pacemaking, speedtesting, rallying, reliability trials, competition or whilst driven on a motor sport circuit;
- (g) being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
- (h) being driven with a load or number of passengers outside the manufactures recommendations.
- (i) carrying an unsecure load;
- (j) towing a trailer which is unsafe or has an insecure load;
- (k) towing more trailers than the law allows; or
- (l) being let out on hire

**Exception 2.** Any liability **You** accept by agreement or contract unless liability would have applied in any event. It is agreed that this policy is to be construed as if the Contracts (Rights of Third Parties) Act 1999 had not been enacted.

**Exception 3.** Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power other than is necessary to meet the requirements of the Road Traffic Acts.

**Exception 4.** Any loss, damage, accident or liability caused by:

- (a) earthquake; or
- (b) riot or civil commotion happening in Northern Ireland or outside the United Kingdom

**Exception 5.** Any loss, damage, accident or liability caused directly or indirectly by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

**Exception 6.** Any loss, damage, accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

**Exception 7.** Any loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is sudden and identifiable and unintended and unexpected other than is necessary to meet the requirements of the Road Traffic Acts. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place.

**Exception 8.** Any loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from:

- (a) hazardous, dangerous or explosive goods or substances; or
- (b) explosion, sparks or ashes from **Your Vehicle**, or from any trailer or machinery attached to, or detached from it.

**Exception 9.** Any loss, damage, injury or liability while the **Insured Vehicle** is in, or on, any part of an aerodrome, airport or airfield used:

- (a) for the take-off or landing of aircraft or for the movement of aircraft on the surface; or
- (b) as aircraft parking aprons including the associated service roads and ground equipment parking areas.

**Exception 10.** Any loss to **You**, arising directly or indirectly as a consequence of any accident, damage or injury, unless specifically covered by a section of this policy.

## MOTOR INSURERS DATABASE

As a result of the 4th EU Motor Insurance Directive, the Motor Insurers Database (MID) was set up by the Motor Insurers' Information Centre (MIIC), a division of the Motor Insurers' Bureau (MIB), to help tackle the problem of uninsured drivers.

The Insured has a legal obligation to supply all vehicle information to the Company in order that these may be entered onto the MID. Deletion of vehicles must also be notified. Non-compliance with the regulations is a criminal offence and the maximum possible fine for not submitting data is £5,000.00.

The regulations state that the data must be supplied "immediately". It should therefore be done as soon as possible, preferably on the same day. All vehicles covered by this insurance and all trade plates owned should be added to the MID, including

- (a) all permanently owned vehicles;
- (b) temporary vehicles held for more than 14 days;
- (c) taxed vehicle stock;
- (d) any vehicle that will be used on the public highway. Vehicle details can be supplied to your broker.

Any vehicle which has not been updated with MID will be subject to an additional £500.00 excess in the event of a claim.

## DATA PROTECTION

Information relating to your insurance policy will be added to the MID managed by the MIB. MID and the data stored on it may be used by certain statutory and authorised bodies including the Police, DVLA, DVLANI, Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:-

- (a) Electronic Licensing
- (b) Continuous Insurance Enforcement
- (c) Law enforcement, prevention, detection, apprehension and or prosecution of offenders
- (d) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident insurers and or the MIB may search the MID to obtain relevant information. It is vital the MID holds your correct registration number. If it is shown incorrectly on the MID you are at risk of having your vehicle seized by the police. You can check your registration is correctly shown on the MID at [www.askmid.com](http://www.askmid.com)

## CANCELLATION

**You** may cancel the policy at any time in writing to **Us** via the Policy administrator by returning the **Certificate of Insurance** recorded delivery.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid upon receipt of the **Certificate of Insurance**.

If **You** cancel this policy after 14 days of receipt of the policy documentation and there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance subject to a £25.00 administration fee by the policy administrator.

**We** may also cancel this policy by sending 7 days notice by recorded delivery to **You** at **Your** last known address. If there has been no claim (or claim pending) during the current Period of Insurance, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

## MID TERM ADJUSTMENTS

All mid-term adjustments will be calculated on the current rates and will be subject to a £25.00 administration fee by the policy administrator.

## COMPLAINTS PROCEDURE

**We** aim to provide a first-class service. If **You** have any cause to complain, or **You** feel that **We** have not kept our promise, please follow the procedures below.

- 1) For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your** policy number, which is on your **Schedule**.
- 2) For complaints relating to the administration or claims handling of this insurance please write to **Euna Underwriting**. When you do this quote **Your** policy number, which is on **Your Schedule**.
- 3) After this action, if **You** are still not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Qudos Insurance A/S, Kongevejen 371, DK 2840 Holte, Denmark to review **Your** case (This would not affect Your rights to take legal action if necessary).

In any of these instances if **You** wish to provide written details please head **Your** letter "Complaint" and give **Your** full name, address, postcode and **Your** contact telephone number. Quote the policy &/or claim number and explain clearly and concisely the reason(s) for **Your** complaint. Please send the letter to the person dealing with **Your** complaint.

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial Ombudsman Service to review your case. Their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service cannot consider **Your** complaint if it is: less than eight weeks after receipt of the complaint by the insurance intermediary, administrator or **Us**, or; more than six months after the date on which the insurance intermediary, administrator or **Us** provided our final response advising that **You** may refer **Your** complaint to the Financial Ombudsman Service, or; more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the insurance intermediary, administrator or **Us**.

## ENDORSEMENTS

### 1. Demonstration cover

This policy shall apply while the **Insured Vehicle** is being driven for the purpose of demonstration for sale with **Your** permission by any person provided that such person:

- (a) holds a full UK licence;
- (b) is not a family member of the Insured or any of the named drivers;
- (c) is not in the employment of the Insured;
- (d) does not reside at the same address as any declared driver on the Certificate of Motor Insurance;
- (e) observes, fulfils and is subject to the terms and conditions of this Insurance policy; and
- (f) is accompanied at all times by You or a person named on the Certificate of Motor Insurance.

### 2. Protected No Claims Bonus

If **You** pay the appropriate additional premium **Your** No Claims Discount shall apply to each subsequent renewal unless more than 2 claims arise in any three year **Period of insurance**. If 3 or more claims arise in three consecutive years the No Claims Discount Protection will be withdrawn and the discount reduced in line with **Our** scale.





#### **Contact Us**

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