

Motor Trade Road Risks Insurance Policy



What you should do in the event of an accident

The law

If **you** have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, **you** must stop. If **you** own the vehicle **you** must give **your** name, address and insurance details to anyone who has a good reason to ask. If **you** do not own the vehicle **you** must also provide the owner's name and address.

If there is an injury and **you** do not give **your** details at the scene, **you** must report the incident to the police within 24 hours.

At the scene

Turn on your hazard lights and set up the warning triangle. Make sure you are as visible as possible

It is important that **you** obtain the following information or material:

- Location of accident.
- Details of all the vehicles involved and registration numbers.
- The names, addresses and telephone numbers of the other drivers and of any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other drivers.
- Injuries caused.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record his or her name, number and police force.

Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident. If possible take mobile phone photos of the scene and damage to vehicles.

**Do not admit that you were to blame.
Do not sign anything at the scene.**

Reporting the Accident

Report the accident immediately to **our**

CLAIMS HELPLINE on 0500 511001

and provide us with all the information **you** obtained at the scene. This will allow us to deal with **your** claim effectively.

Approved Repairers

If the damage to **your motor vehicle** is covered and can be repaired **we** will arrange for one of our approved repairers to contact **you** and:

- They will collect **your motor vehicle** free of charge.
- After the repair **your motor vehicle** will be returned to **you** having been cleaned inside and out.
- All work carried by **our** approved repairers is guaranteed for 3 years.

If **your motor vehicle** is not driveable **we** may move **your motor vehicle** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all contents and personal belongings.

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Contract of Insurance

Motor Trade Road Risks Insurance policy

This document is a legally binding contract of insurance between **you** and **us**, Service Insurance Company Ltd. Nobody else has any rights they can enforce under this contract except those rights they have under road traffic law. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party. The contract is based upon the statements made or information **you** gave **us** in the **proposal form**.

We agree to insure **you** under the terms of this contract within the **territorial limits** during the **period of insurance** for which **you** have paid or agreed to pay the premium.

You must read this policy, together with the **schedule** and the **certificate of motor insurance**. The **schedule** tells **you** which sections of the policy are in force and any **endorsements** that apply. Please check all three documents carefully to make certain they give **you** the cover **you** want.

Your right to cancel

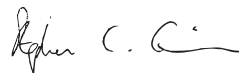
You have 14 days to decide if this policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you** plus an administration charge of £10.00 plus insurance premium tax. Refer to the General Conditions of the policy for more information on cancellation.

This policy is governed by the law which applies in the part of the United Kingdom in which **you** live, unless otherwise agreed by **you** and **us** before this policy starts.

Service Insurance Company Ltd is licensed by the Financial Services Commission in Gibraltar to carry out insurance business under the Financial Services (Insurance Companies) Act.

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation if **we** cannot meet **our** liabilities under this policy.

Service Underwriting, a trading name of Service Underwriting Agency Ltd., act as **our** administrator in the United Kingdom. It is authorised and regulated by the Financial Services Authority.



S Quinn
for Service Insurance Company Ltd

Contact Details

Service Insurance Company Ltd

1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.
www.sicl.gi. Incorporated in Gibraltar. Company No. 93541.

Financial Services Commission, Gibraltar

www.fsc.gi

Service Underwriting Agency Limited

Eridge House, Linden Close, Tunbridge Wells, TN4 8HH
www.serviceinsurancegroup.com
Registered in England and Wales: Company No 5044350

The Financial Services Compensation Scheme

www.fscs.org.uk

Financial Services Authority

www.fsa.gov.uk
Tel: 0300 500 5000

Definitions

Definitions of words and phrases used in this document are shown in **bold** throughout the policy.

We, Our, Us

Service Insurance Company Ltd.

You/Your/The Insured.

The person, business or joint partnership named in the **schedule** and **certificate of motor insurance** as the policyholder or the Insured.

Accessories

Parts or products specifically designed to be fitted to **your motor vehicle**, including the manufacturer's standard tool kit and the vehicle's safety equipment.

Business Premises

The Business Address(es) stated in the **schedule** and any house, building, structure or land used, owned or occupied by **the insured** or any business partner, director or employee or named driver for the upkeep, repair, sale, display or storage of any **motor vehicle**. Any private residence occupied by **the insured** or any named driver is not a Business Premises for the purpose of this policy.

Certificate of Motor Insurance

Evidence that **you** have the minimum motor insurance required by law to drive **your motor vehicle**. It shows who may drive the **vehicle** and what the **vehicle** may be used for.

Endorsement

A clause which alters the insurance cover and will be shown on **your schedule**.

Excess

The amount **you** have to pay towards any claim and shown on **your schedule** or policy section.

Insurance Intermediary

The insurance broker, agent or adviser who acting on **your** authority has placed this insurance with **us**.

Limit of Indemnity / Indemnity Limit

Maximum amount **we** will pay for any one vehicle.

Market value

The cost of replacing **your motor vehicle** with one of a similar type, age and /or condition at the time of loss as assessed by **us**. **We** use guides which refer to **vehicle** values, engineers and other relevant sources to assess the **market value**.

Motor vehicle/Insured Vehicle

Any **motor vehicle** described in the **schedule** and for which **we** have issued a **certificate of motor insurance**. This includes accessories and spare parts which are fitted to or with the **vehicle**.

Period of Insurance

The period of time covered by this insurance as shown in the **schedule** and/or the **certificate of motor insurance**.

Proposal Form

This includes a statement of insurance or statement of fact that shows the information that **you** gave **us**, including information given on **your** behalf and verbal information given by **you**.

Road Traffic Act(s)

The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

Schedule

Confirms details of **you**, the insurance cover provided and excesses that apply. The **schedule** forms part of the contract of insurance and must be read together with the policy.

Territorial Limits

United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of these countries.)

Terrorism

Terrorism as defined in the Terrorism Act 2000 or any subsequent Acts.

Theft

Any **theft** or attempted **theft** that **you** have reported to the police.

Definitions (continued)

Trade Value

The trade cost of replacing **your motor vehicle** with one of similar type, age, and/or condition at the time of the loss as assessed by **us**. **We** use guides which refer to vehicle values, engineers and any other relevant sources to assess the **trade value**.

Trailer

Any single or double-axle trailer the property of **you** whilst attached to **motor vehicle(s)** (subject to the General Exclusions).

Section 1

Accidental Damage

(This section only applies if the cover shown on **your** policy **schedule** is Comprehensive).

What is covered

We will cover **you** under this section for accidental and malicious damage to **your motor vehicle** including **accessories** and spare parts which are kept in or on the **vehicle** which is owned by **you** or in **your** custody or control for motor trade purposes. This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

Limit of Indemnity: The maximum **we** will pay under this section in respect of any one **insured vehicle** shall not exceed the **limit of indemnity** specified in the **schedule**, under the heading of **Indemnity Limit**.

Maximum Payment under this Section: The total combined amount payable under Section 1 and 2 in any one **period of insurance** is £100,000.

Section 2

Fire and Theft

What is covered

We will cover **you** under this section for loss or damage to **your motor vehicle** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **vehicle** which is owned by **you** or in **your** custody or control for motor trade purposes. If the keys to **your motor vehicle** or lock transmitter are stolen **we** will pay the cost of replacing the door locks and/or boot lock, ignition /steering lock, the lock transmitter and central locking interface provided the location of where the **vehicle** is kept overnight is known to the persons in receipt of the keys or transmitter. This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

Limit of Indemnity: The maximum **we** will pay under this section in respect of any one **insured vehicle** shall not exceed the **limit of indemnity** specified in the **schedule**, under the heading of **Indemnity Limit**.

Maximum Payment under this Section: The total combined amount payable under Section 1 and 2 in any one **period of insurance** is £100,000.

How claims are dealt with under Sections 1 & 2

We will at **our** option choose to repair or replace **your motor vehicle** or settle **your** claim for the amount of the loss or damage. The most **we** will pay will not be more than the **trade value** of any **motor vehicle** owned by **you** or the **market value** in respect of any other vehicle at the time of loss, less any **excess** shown on **your schedule**.

Following the payment for a total loss settlement to **you** the **motor vehicle** will become **our** property. If the **motor vehicle** is owned by someone else or it is under a hire purchase or leasing agreement, **we** will make any payment for the total loss of the **motor vehicle** to the owner or hire-purchase or leasing company as appropriate.

When carrying out repairs **our** repairers may fit parts made by other manufacturers they recommend for which they or the manufacturer offer a warranty. If **your motor vehicle** is damaged and such damage is covered by this policy, **we** will pay the reasonable cost of protecting it and removing it to the nearest approved repairer and returning it to **you** after repairs have been carried out.

What is not covered under Sections 1 & 2

We will not cover:

- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- Any amount exceeding £100,000 under Sections 1 and 2 in any one **period of insurance**.
- Any amount exceeding the **limit of indemnity** specified in the **schedule**.
- Any amount exceeding the **trade value** of any **insured vehicle** owned by **you**, or pay more than the **market value** in respect of any other **vehicle** at the time of the accident or loss if **your motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- The cost of repairing or loss of **your motor vehicle** whilst in or on the **business premises** or on a road at or within 400 metres of the **business premises**.
- Loss of the **motor vehicle** if it is left unattended and the ignition key or any similar device is left in or on the **motor vehicle** and/or all doors, windows and other openings have not been closed and locked and the **motor vehicle's** electronic or mechanical devices are set.
- More than £100 (after the deduction of the **excess**) following the **theft** of the keys to **your motor vehicle** or lock transmitter for replacing the door locks and/or boot lock, ignition /steering lock, the lock transmitter and/or central locking interface.
- Loss of use of the **motor vehicle** or any costs incurred which are not directly associated with the incident that caused **you** to claim.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures or breakdowns.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value of the **motor vehicle** as a result of a repair to it.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Damage to **your vehicle's** cooling system caused by freezing liquid.
- Loss of or damage to the contents of the **motor vehicle** including but not limited to telephones, two-way radio transmitters or receivers, removable satellite navigation system or money.

- Any repair or replacement part which improves the **motor vehicle**.
 - **Theft** of or attempted **theft** of the **motor vehicle** unless reported to the police.
- Loss of or damage to **your motor vehicle** / the **insured motor vehicle**:
- if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
 - if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
 - caused by a member of **your** family or household or a permitted driver or persons known to **you** taking the **motor vehicle** without **your** permission.
 - caused deliberately by **you** or by any person driving the **motor vehicle** with **your** permission.
 - caused by an inappropriate type or grade of fuel being used.
 - arising directly or indirectly from work on the **insured vehicle** by **you** or any person working for **you** or acting on **your** behalf;
 - arising from the malicious act of any employee or partner or member of **your** family;
 - arising from **theft** by an employee of **yours**;
 - caused by any driver who is not a member of **your** family and is not connected with **your** business;
 - if the **motor vehicle** was manufactured over 24 years ago.
 - if manufactured outside the United Kingdom and imported other than through the manufacturer's normal import arrangements.

Section 3

Liability to Others

What is covered

This policy covers **you** for **your** legal responsibilities for the death of or injury to any person or damage to their property as a result of:

- **You**, driving the **insured motor vehicle** or any other vehicle **your certificate of motor insurance** shows **you** are covered to drive. This includes towing any **trailer**, caravan or broken down vehicle. This towing must be allowed by law and the vehicle being towed must be properly attached to **your motor vehicle**.
- Any person driving the **motor vehicle** with **your** permission provided **your certificate of motor insurance** shows he or she is allowed to drive the **motor vehicle**.

We will also provide the same cover to:

- Any passenger travelling in, getting into or out of the **motor vehicle**.
- Anyone allowed by the **certificate of motor insurance** to drive **your motor vehicle**, as long as they are driving the **motor vehicle** with **your** permission.
- Anyone **you** allow to use (but not drive) **your motor vehicle** for social domestic and pleasure purposes.

In the event of an accident involving a **motor vehicle** covered by this policy subject to our agreement in writing, **we** will pay for:

- Solicitors fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- Reasonable costs up to £2000 to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving.
- Any other legal costs incurred with any accident which may involve legal liability under this insurance.

If anyone insured by this section dies, **we** will extend the cover to which they would have been entitled to their personal representatives

Emergency Treatment

We will also pay for emergency treatment charges as set out in the **Road Traffic Acts** resulting from an accident involving any vehicle covered by this policy. If this is the only payment then **your** No Claims Bonus will not be affected.

What is not covered under Section 3

We will not cover:

- Liability for death or injury to any employee of the person **insured** arising during the course of their employment except where liability is required to be covered by the **Road Traffic Acts**.
- Any amount exceeding £2,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property;
- Loss, damage or injury caused deliberately by **you** or any person driving the **insured vehicle** with **your** permission.
- Death or injury to the driver or the person in charge of the **motor vehicle** if the death or injury occurred as a result of that person having driven the **motor vehicle**.
- Loss or damage by pollution or contamination however caused except as covered by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve **your** legal responsibilities under this insurance.

Damage, loss of use or any other indirect loss in respect of:

- the loss of or damage to any **motor vehicle you** drive, or any trailer, caravan or vehicle **you** tow.
- the loading or unloading of the **insured motor vehicle** where involving the use of any hoist, crane, lift or similar appliance.
- any claim for any damage to any road structure or structure caused by vibration or weight of **your vehicle** or its load.
- any property in the custody or control of **you** or the person claiming indemnity under this section.
- any property being carried by, or unloaded onto, or unloaded from the **insured motor vehicle**.
- death or bodily injury or damage to property caused or arising beyond the limits or any carriageway or thoroughfare in connection with.
- the loading or unloading of the **insured motor vehicle** when involving the use of any hoist, crane, lift, or similar appliance.

What is not covered under Section 3 (continued)

- death, injury or damage arising directly or indirectly from work on the **insured vehicle** by **you**, or any employee, or acting on **your** behalf, except as required by the **Road Traffic Acts**.
- the bringing of a load to the **insured motor vehicle** for loading or the taking away of the load from such **vehicle** after unloading by any person other than the driver or attendant of such vehicle.

Section 4

Audio and/or Communication Equipment

What is covered

We will cover **your** permanently fitted audio and/or communication equipment and/or satellite navigation equipment against loss or damage.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

What is not covered under Section 4

What is not covered

We will not pay:

- more than £250 for any claim under this section.
- for loss of or damage to removable audio, electrical, satellite navigation or communications equipment.

Section 5

Foreign Use

What is covered

Minimum Cover

While the **insured vehicle** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8(1) of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor vehicle.

this policy automatically provides the minimum compulsory level of cover **you** need by law in the country concerned. This legal minimum does not include loss of or damage to **your motor vehicle**.

Full policy cover abroad

We will extend **your** policy to give the same cover shown in **your schedule** within:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8(1) of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor vehicle.

If **you** are travelling to a country which is not specified above **you** must contact **us** to ensure that **we** provide cover in that country.

Subject to:

- **You** contacting **your insurance intermediary** at least ten days prior to **your** travel date to obtain **our** approval;
- The **motor vehicle** concerned must be owned and registered to **you**, specified to **us**, and taxed and registered within the **territorial limits**.
- **You** must pay any additional premium and adhere to any terms that **we** may require;
- **Your** main permanent home being within the **territorial limits**;
- **Your** visit abroad is temporary.

A Green Card or travel document will be issued and this will be evidence of cover.

This will cover the **motor vehicle** while it is being transported by rail or sea between any of the countries shown above provided it is not more than 65 hours in duration.

We will also pay any customs duty which **you** may have to pay and/or the reasonable cost of delivering **your motor vehicle** to **your** address in the United Kingdom.

What is not covered under Section 5

We will not cover:

- Any **motor vehicle** which is not owned and registered to **you** and specified to **us**.
- Loss of or damage to **your motor vehicle** whilst abroad unless **you** have contacted **us** via **your insurance intermediary** to extend **your** policy cover, and agree to **our** terms. Otherwise **we** will only cover the minimum insurance arrangements to enable **you** to use **your motor vehicle** in that country.
- If the **insured vehicle** is being driven by a person not described by, or used for a purpose not included within the **certificate of motor** insurance, Green Card or travel document.

General Exclusions

These exclusions apply to the whole of the policy.

Your insurance does not cover claims arising from any of the following:

1. Use of your motor vehicle

Any accident, injury, loss or damage while any **motor vehicle** covered by this insurance is:

- driven by or in the charge of anyone who is not named in the **certificate of motor insurance** as a permitted driver or is excluded by **endorsement**.
- driven by anyone who is disqualified from driving or does not have a valid driving licence or who does not meet the terms, conditions and limitations of either their driving licence or provisional driving licence.
- driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 or over and who has held a full United Kingdom (UK) or European Union (EU) licence for at least three years.
- used for a purpose which is not shown as covered in **your certificate of motor insurance**.
- used in or on restricted areas of any airport, aerodrome, airfield or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas. **We** will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- used in an unsafe condition or while carrying an insecure load.
- used for hire and reward or tuition purposes (use solely for breakdown purposes or use under a trade plate for the carriage of goods for demonstration purposes in accordance with the regulation applicable to trade licences is not deemed to be use for hire or reward).
- owned by **you** and hired under a hire purchase agreement to any other person unless such vehicle is in the custody or control of **you** for repair, servicing or maintenance.
- a vehicle transporter (or vehicle transporter and trailer) capable of carrying more than two vehicles at any one time unless such transporter is in the custody or control of **you** for repair, servicing and maintenance;
- being carried by a vehicle transporter or a vehicle transporter and trailer.

2. Contracts

Any liability **you** accept under an agreement or contract unless **you** would have been liable anyway.

3. War, hostilities and terrorism

Any accidental loss, damage, injury or legal liability caused directly or indirectly by:

- War, invasion, hostilities (whether war is declared or not), civil war, revolution, act of foreign enemy, insurrection, rebellion, coup, military or usurped power or any similar event except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.
- Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.

4. Earthquake, radioactivity, pressure waves, dangerous goods and riot

Direct or indirect loss, damaged to or liability caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- Pressure waves caused by aircraft or other flying object.
- Earthquake.
- Riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands except where **we** need to provide cover to meet the minimum insurance required by the relevant law.
- Carrying any dangerous substances or goods for which **you** need a police licence for (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).

5. Proceedings outside the territorial limits

Any decision or action of a court which is outside the **territorial limits** unless the proceedings are brought or judgment is given by a court of a country for which minimum compulsory insurance is provided by this policy, or to which **we** have agreed to extend the policy cover and for which **we** have received the necessary additional premium.

General Exclusions (Continued)

6. Fraud

If **you**, or anyone acting for **you**, makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documentation, or if loss, damage or injury is caused by **your** wilful act or with **your** connivance, all cover and premium will be forfeited. **We** may also involve the relevant authorities to bring criminal proceedings.

7. Other Insurance

Any loss or damage or liability that is also covered by any other insurance policy.

8. Travel Outside of the United Kingdom

Any loss or damage or liability that occurs outside of the countries shown under Section 5 unless **you** have paid an additional premium where required by **us** to extend **your** cover.

9. Track Use, rallies and competitions

While **your motor vehicle** is being used for racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll roads including the Nurburgring Nordschleife.

10. Unacceptable Vehicle Types

Any accident, injury, loss, damage or liability arising for the following vehicles:

- Vehicles with 'Q' registration plates
- Motorcycles / Quad Bikes / Trikes
- Passenger Service Vehicles
- Vehicle transporters with a vehicle carrying capacity exceeding 2 cars
- Steam driven vehicles
- Caravanettes / Motorhomes
- Vehicles with more than 7 passenger seats
- Tippers

11. Unacceptable Vehicle Types (except when being used for Motor Trade purposes)

Any accident, injury, loss, damage or liability arising for the following vehicles whilst being used other than for motor trade purposes;

- Vehicles over 3.5 tons Gross Vehicle Weight
- Vehicles modified from the manufactures original specification to improve performance
- Vehicles with a fibreglass bodyshell
- Left-Hand drive vehicles
- Any vehicle manufactured in the USA or Canada unless specifically manufactured for sale in the United Kingdom
- Kit Vehicles
- Three Wheeled Vehicles
- Classic, vintage or collectors vehicles

12. Unacceptable Trailer Types

Any accident, injury, loss, damage or liability arising for the following trailers:

- Horse-Box
- Tent trailer
- Boat or Glider trailer
- Catering or Advertising trailer
- Trailer capable of carrying more than one vehicle at any one time
- Spectacle Lift or Vehicle Jockey
- Any trailer that cannot be towed without a standard ball towing hitch.

13. Ownership of Vehicles

Any accident, injury, loss or damage to any **motor vehicle** which is owned by or registered to:

- family members
- spouses
- civil partners
- employees
- drivers named within the **certificate of motor insurance** (unless the policyholder or joint policyholder)
- business partners (unless the business partner is a joint policyholder)

General Conditions

These conditions apply to the whole of the policy.

1. Notification of claims

As soon as possible after any incident which might lead to a claim under this policy, **you** should telephone **our** Claims Helpline on **0500 511001** to tell **us** about it. **You** must send **us** any letter, claim, write or summons as soon as **you** receive it unanswered. **You** must also let **us** know immediately if **you** or **your** legal advisors become aware of any prosecution, inquest or fatal accident inquiry which might be covered under this policy.

You or any other person claiming under this policy must not negotiate, admit fault, offer to pay or settle any claim unless **you** have written permission from **us**.

2. Dealing with claims

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in **your** name or that of any other person insured by this policy.
- Take proceedings in **your** name or that of any other person insured by this policy, to get back any money **we** have paid.
- Any information and help **we** need from **you** or any other person insured by this policy.

3. Looking after your motor vehicle

Anyone covered by this policy must take all reasonable steps to keep the **motor vehicle** in a roadworthy condition and to protect it from loss or damage and allow us to examine it at any reasonable time.

4. Keeping to the policy terms

We will provide the cover described in this policy only if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information **you** have given **us** and upon which the contract is based is correct and complete.

5. Compulsory insurance

If under the laws of any country in which this policy applies, **we** have to make payments which, but for that law, would not be covered by this policy, **you** must repay the amount to **us**. **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement with the Motor Insurers Bureau.

6. Cancellation

Cancelling your policy after 14 days.

You have 14 days to decide if this policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you** plus an administration charge of £10.00 plus insurance premium tax.

Cancelling your policy after 14 days.

You can cancel **your** policy at any time by returning **your certificate of motor insurance** or where it has been delivered to **you** electronically **you** are required to sign and date a Statutory Declaration that the policy has been cancelled. If no claims have been made in the current **period of insurance** **we** will refund any premium paid less a charge for the number of days for which cover has been given and an administration fee. **We** will not refund any premium paid if **you** have made a claim or if one has been made against **you**.

Compulsory cancellation.

We or **your insurance intermediary** may cancel this insurance by sending 7 days notice in writing to **you** at **your** last known address. If no claims have been made in the current **period of insurance** **we** will refund any premium paid less a charge for the number of days for which cover has been given. **We** will not refund any premium paid if **you** have made a claim or if one has been made against **you**.

In all instances of cancellation, **you** will be required to return **your certificate of motor insurance** or where it has been delivered to **you** electronically, **you** are required to sign and date a Statutory Declaration that the policy has been cancelled. **No refund of premium will be given unless the certificate of motor insurance or a declaration has been received.**

If **you** pay the premium by instalments and there is a default in the payments **we** or **your insurance intermediary** may cancel the policy giving **you** 7 days notice of cancellation in writing to **your** last known address. If a claim has arisen during the current period the full annual premium will be due. If a total loss claim is settled under section 1 or 2 any outstanding premium may be deducted from the claims settlement.

Data Protection

Sharing Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Databases Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance, **we** may search the register(s). When **you** tell **us** about an incident which may or may not give rise to a claim, **we** will pass **information** relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the policy.

Motor Insurance Database – Continuous Insurance Enforcement (CIE)

Information relating to **your** policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurance Bureau (“MIB”). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing.
- Continuous Insurance Enforcement.
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- 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 (either in the UK, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

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

Notice Under The Data Protection Act 1998 & Gibraltar Data Protection Act 2004.

By taking out this Motor Policy **you** agree that **we**, and any company in the same group as **us**, may keep information about **you** and **your** Motor Policy. Any such information may be used to process **your** application, administer **your** motor policy or any subsequent claim **you** may make. **You** may request details of the information **we** hold about **you** at any time. **We** will be data controllers for the purpose of the Act and will be responsible for the processing of **your** data.

We do not disclose **your** information to anyone outside the Group except where **we** have **your** permission; or where **we** are required or permitted to do so by law; or to credit reference and fraud prevention agencies and other companies that provide a service to **us** or **you** or where **we** may transfer rights and obligations under this agreement.

You may request details of the information **we** hold about you at any time. Please write to the Data Protection Officer, Service Underwriting Agency Ltd, Eridge House, Linden Close, Tunbridge Wells, Kent TN4 8HH. A fee may be payable.

Important Customer Information

All vehicles insured on **your** motor trade policy and all trade plates owned by **you** should be added to the MID (Motor Insurance Database), including:

- all permanent vehicles registered to, owned by or leased to **you**;
- temporary vehicles such as courtesy or short term hire vehicles;
- customers' vehicles whilst in **your** custody or control for **your** motor trade business;
- Other vehicles, irrespective of the duration, regularly covered under **your** policy for **your** motor trade business.

For this to happen, **you** must advise vehicle details to **us** via **your insurance intermediary**.

The MIB (Motor Insurers Bureau) recommendation is that all vehicle records that have road cover included are sent to the MID (Motor Insurance Database) regardless of the period of cover in order to minimise the risk of being stopped by the police and a possible vehicle seizure.

Details of **your** obligations can be found at www.mib.org.uk.

We recommend that **you** keep a record of all information (including copies of letters) sent to **us** or to **your insurance intermediary** when taking out this insurance.

In order to understand the extent of **your** cover, please read this policy together with the **schedule** and the **certificate of motor insurance**.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **your insurance intermediary**.

You are obliged to keep **your** policy up to date, please tell **your insurance intermediary** immediately about changes which affect **your** insurance.

Some examples are:

- Vehicle additions and deletions
- **You** wish to change the drivers on the policy.
- Someone who drives the **motor vehicle** receives a motoring conviction or criminal conviction or has a claim on another policy.
- Someone who **drives** the **motor vehicle** is diagnosed with a medical condition.
- The motor vehicle is changed from the manufacturer's standard specification.

- A change of occupation by **you** or any other driver.
- A change in the type of motor trade activities.
- Change of home or business address.
- The **motor vehicle** is involved in an accident
- Where a driver has had a change of licence e.g. a learner driver passes their test and obtains a full licence.

If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all. An administration fee is charged for any amendment to this insurance.

What to do if you have a complaint

We aim to provide **you** with the high standard of service **you** have the right to expect. If **we** fall below this standard or **you** are unhappy with any aspect of **our** service please follow the steps below to ensure **your** complaint is dealt with as quickly as possible.

Please write to The Complaints Department, Service Underwriting Agency Ltd, Eridge House, Linden Close, Tunbridge Wells, Kent TN4 8HH quoting **your** policy number and give us full details of **your** complaint.

Service Underwriting Agency Ltd is authorised to issue a final response to **your** complaint but where appropriate the final response may be issued by **us**.

Should **you** remain dissatisfied having received a final response, **you** may be able to take **your** complaint to The Financial Ombudsman Service (FOS) if it is appropriate in the circumstances of **your** complaint. Their address is The Financial Ombudsman, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Insurer: Service Insurance Company Ltd
1st Floor, Grand Ocean Plaza
Ocean Village
Gibraltar
Licenced by the Financial Services Commission in Gibraltar to carry out insurance business under the Financial Services (Insurance Companies) Act.
Incorporated in Gibraltar. Company No: 93541

UK Administrator Service Underwriting Agency Ltd
Eridge House, Linden Close
Tunbridge Wells
Kent, TN4 8HH
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