

Motor Trade Road Risks

Insurance Policy



ERIDGE
UNDERWRITING

Claim Service

If you are involved in an accident irrespective of blame, please always contact us immediately to enable us to provide you with the best possible service at a time when we know you will require as much support and assistance as possible.

If you need to notify us of a claim, please contact our

CLAIMS HELPLINE on 0333 241 9200

which is open 24 hours a day, 365 days a year.

Our objective is to help minimise inconvenience and stress to you by organising a quick and efficient repair of your vehicle, whilst effectively managing any other claim covered by this policy.

The more assistance and cooperation you can provide to our Claims Service, the easier it will be for us to provide you with the help you need.

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 a warning triangle. Make sure you are as visible as possible.

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

- Location and time of accident.
- Details of all the vehicles involved and registration numbers.
- The names, addresses and telephone numbers (preferably mobile phone) of the other driver(s) and of any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other driver(s).

Please take notes and supply us with details of the following as a result of the accident:

- Any known injuries sustained.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record his or her name, number and police force.

If at all possible you should:

- 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 0333 241 9200

and provide us with all the information you obtained at the scene. This will enable 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.
- 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 personal belongings.
- After the repair your **motor vehicle** will be returned to you having been cleaned inside and out.
- All work carried out by our approved repairers is guaranteed for 5 years providing you remain the owner of the **motor vehicle**.

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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. 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** or statement of fact.

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 documents carefully to make certain they give you the cover you want. It is your responsibility to ensure that all persons insured are aware of the terms of this policy.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation if we cannot meet our liabilities under this policy depending on the type of insurance and the circumstances of your claim.

R&Q Insurance (Malta) Ltd is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Eridge Underwriting Agency Ltd act as an administrator on behalf of R&Q Insurance (Malta) Ltd.



Paul Corver
Director
R&Q Insurance (Malta) Ltd



John Hamilton
Managing Director
Eridge Underwriting Agency Ltd

Regulation:

Malta Financial Services Authority
Notabile Road
BKR3000
Attard
MALTA

www.mfsa.com.mt

R&Q Insurance (Malta) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. R&Q Insurance (Malta) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

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.

Contact Details

R&Q Insurance (Malta) Limited
3rd Floor, Development House,
St. Anne Street
Floriana,
FRN 9010
Malta
Registered number C 59505

Eridge Underwriting Agency Limited
22-23 London Road,
Tunbridge Wells,
Kent
TN1 1DA
Registered in England and Wales number 09574780

The Financial Services Compensation Scheme

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London
EC3A 7QU

www.fscs.org.uk

Financial Conduct Authority

www.fca.gov.uk

The Financial Ombudsman Service

Financial Ombudsman Service
Exchange Tower,
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Definitions

Definitions of words and phrases used in this document are shown in **bold** throughout the policy. The terms we, our, us, you, your, the insured and policyholder also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

Accessories

Parts or products specifically designed to be fitted to your **motor vehicle**, including the manufacturer's standard tool kit and the **motor 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 **motor vehicle** and what you can use it for.

Endorsement

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

Excess/Excesses

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

Insurance Intermediary

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

Limit of Indemnity / Indemnity Limit

The maximum amount shown in the **schedule** which we will pay for any one vehicle.

Market Value

The cost of replacing your **motor vehicle** with one of the same make, model, specification and 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

Any motor vehicle which is your property, or in your custody or control for Motor Trade purposes. This includes **accessories** and spare parts which are fitted to or with the **motor vehicle**.

Period of Insurance

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

Definitions (continued)

Proposal Form/Statement of Fact

A document that shows the written and verbal information that you gave us, including information given on your behalf, that forms the basis of this contract of insurance.

Road Traffic Acts

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, the **motor vehicle** 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.

Trade Value

The trade cost of replacing your **motor vehicle** with one of make, model, age, specification 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).

We, Our, Us

Eridge Underwriting Agency Ltd acting as Agent for Agent for R&Q Insurance (Malta) Ltd.

You/Your/The Insured/Policyholder

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

Section 1 Accidental Damage

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 **motor vehicle** which is owned by you or in your custody or control for motor trade purposes.

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

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

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

Section 2 Fire and Theft

What is covered

We will cover you under this section for loss of or damage to your **vehicle** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **motor 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 lost or 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. We will also cover personal belongings in your **motor vehicle** if they are lost or damaged by fire or **theft**.

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

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

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 Sections 1 and 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 if your **motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- Any amount exceeding the **market value** in respect of any **vehicle** not owned by you at the time of the accident or loss if the **motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- Loss of or damage to your **motor vehicle** whilst in or on the **business premises** or on a road at or within 400 metres of the **business premises**, unless the vehicle is owned by a Customer and is in your control for the purposes of undergoing repair or being serviced.
- Loss or damage to the **motor vehicle** if it is left unattended and the ignition key or any similar device is left in or on the **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 not set.
- More than £200 (after the deduction of the **excess**) following the loss or **theft** of the keys to your **motor vehicle** or the ignition keys or any similar device to your **motor vehicle** 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, breakdowns or any loss or damage which happens gradually.
- 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.
- Loss of or damage to the **motor vehicle** resulting from fraud or deception.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Loss of or damage to the **motor vehicle** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss of or damage to your **motor vehicle** 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.
- Damage to your **motor vehicle's** cooling system caused by freezing liquid.
- Loss of or damage to your **motor vehicle** 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.

- 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 the **motor vehicle** caused deliberately by you or by any person driving it with your permission.
- Loss or Damage caused by misfuelling.
- Arising directly or indirectly from work on the insured **motor 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;

How claims are dealt with under Sections 1 and 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 exceed the **trade value** of any **motor vehicle** owned by you or the **market value** in respect of any vehicle not owned by you at the time of loss, less any **excess** shown on **your schedule** and less the **excess** as shown below for younger drivers:

- £150 of any claim if the driver in charge of the car at the time of the loss is under the age of 22; or
- £100 if aged 23 and 24

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 is under a hire purchase or leasing agreement, we will make any payment for the total loss of the **motor vehicle** to the owner, hire-purchase or leasing company as appropriate.

When carrying out repairs our approved 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.

If we deem your **motor vehicle** to be a total loss following a claim, we will not refund any premium if the policy is cancelled. If you pay in instalments your full annual premium remains payable, and if necessary, any outstanding premium may be deducted from any total loss settlement.

Section 3

Liability to Others

What is covered

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

- You, driving a **motor 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 a **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 the **motor vehicle**, as long as they are driving the **motor vehicle** with your permission.
- Anyone you allow to use (but not drive) the **motor vehicle** for social domestic and pleasure purposes.

In the event of an accident involving a vehicle covered by this policy we will also pay at our discretion reasonable legal costs and expenses we have previously agreed in writing relating to:

- 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.

We will not pay representation for the following:

- A plea of mitigation (unless the offence you are charged with carries a custodial sentence).
- Appeals.

We may, at any time, stop paying such legal costs and expenses.

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

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 Act**.
- Any amount over £2,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Loss, damage or injury which result from any deliberate act or omission by you or any person driving the insured **motor 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**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve your legal liabilities under this insurance.
- Any damage, loss of use or any other indirect loss to any property in the custody or control of you or the person claiming cover under this section.
- Any damage, loss of use or any other indirect loss to property being carried by or loaded 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.
- The loss of or damage to any **motor vehicle** you drive, or any trailer, caravan or vehicle you tow.
- Any liability, loss of use or any other indirect loss arising from the loading or unloading from the insured **motor vehicle** where this activity involves the use of any hoist, crane, lift or similar appliance.
- The loading or unloading of the insured **motor vehicle** when involving the use of any hoist, crane, lift or similar appliance.
- Any claim for any damage to any road surface or structure caused by the vibration or weight of your **motor vehicle** or its load.
- Death, injury or damage arising directly or indirectly from work on an insured **motor 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 **motor vehicle** after unloading by any person other than the driver or attendant of such vehicle.

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.

Section 4 Audio and/or Communication Equipment

What is covered

We will cover your permanently fitted audio and/or communication 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

We will not pay:

- More than £250 for any claim under this section.
- Loss of or damage to removable audio, electrical or communication equipment.

Section 5

Foreign Use

What is covered

Minimum Cover

While the insured **motor 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) second subparagraph 7 of EU Directive 2009/103/EC relating to civil liabilities arising from use of a 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 cover within the European Union

We will extend the policy to provide the same cover shown in your **schedule** to any country of the EU and also Croatia, Iceland, Liechtenstein, Norway and Switzerland provided:

- You contact 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.
- Any **motor vehicle** which has not been declared on the Motor Insurance Database.
- 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.

Section 6 Motor Insurance Database

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, or any **motor vehicle** regularly covered under your policy for your motor trade business.
- Taxed stock vehicles held longer than 14 days.

It is your responsibility to ensure that the necessary information relating to your vehicle schedule is supplied. Deletion of vehicles must also be notified. The maximum possible penalty for not submitting data to insurers or if you do not respond to a query about a vehicle being covered is a fine of £5000.

Please be aware that although you have 14 days to update the MID once you have taken possession of the vehicle, immediate notification of your insured vehicles to MID reduces the risk of your drivers being stopped and vehicles seized by the police.

If you have sold a vehicle and not removed it from your MID record you may be liable if the new owner has not arranged their own insurance. This may result in us dealing with any third party claim which will have an impact on your no claims bonus.

Policyholders must keep records of vehicles held for less than 14 days and be prepared to provide information to the information centre on request. These vehicles may be notified to the MID if the policyholder wishes to do so.

Vehicles submitted to the MID are still subject to the underwriting acceptance criteria of your individual motor trade insurance policy. You should check your policy documents for the details of the types of vehicles that your motor trade policy will cover. If you are still unsure, please contact your **insurance intermediary**.

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 vehicle covered by this insurance is being:

- 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 has not held a driving licence or who is prevented by law from holding one, 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 are a provisional licence holder and who is not accompanied by a person aged 21 or over and who has held a full UK or 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 your custody or control 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**.

General Exclusions (continued)

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 nuclear waste or from burning or explosion of nuclear fuel.
 - Radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
 - 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 (except where we need to provide cover to meet the minimum insurance required by the relevant law).
 - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
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.

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 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 road (including the Nurburgring Nordschleife) or any form of race track or off-road activity.

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

General Exclusions (continued)

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 tonnes Gross Vehicle Weight and less than 7.5 tonnes Gross Vehicle Weight
- Vehicle Transporters with a vehicle carrying capacity of one or two cars
- Vehicles modified from the manufacturers original specification to improve performance
- Left-Hand drive vehicles
- Any vehicle manufactured outside of the United Kingdom unless specifically manufactured for sale in the United Kingdom
- Kit Vehicles
- Three Wheeled Vehicles
- Vehicles manufactured 25 years ago or older

12. Unacceptable Trailer Types

Any accident, injury, loss, damage or liability arising from the use of 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
- Employees
- Named drivers unless they are a business partner or director of the Insured business.

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 **0333 241 9200** to tell us about it. You must send us any letter, claim, writ 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 concerning a claim 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 any action or proceedings, which we will pay for, 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 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.
- 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. Drink and Drugs Clause

If an accident happens whilst you or any person entitled to drive as described in your current **certificate of motor insurance**:

- Is found to be over the prescribed limit for alcohol
- Is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

no cover under the policy will be provided and instead liability will be restricted to meeting any obligations we may have as required by Road Traffic Law. In such circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under court judgement, for any claim arising from the accident.

General Conditions (continued)

7. Cancellation

Cancelling your policy within first 14 days-by you.

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 fee of £10.00 plus insurance premium tax. There is no refund of premium in the event of a total loss claim.

Cancelling your policy after 14 days-by you.

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.

Cancellation-by us or your intermediary

We or your **insurance intermediary** may cancel this insurance by sending 7 days' written notice to you at your last known postal and/or email 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 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.

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 postal and/or email 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 this policy any outstanding premium may be deducted from the claims settlement.

Data Protection

Sharing Information

This section contains important information about how we may use the details you give us. This section applies to anyone covered under your policy and you should show this to them and obtain their permission before giving us their personal information.

Information you provide about yourself and others may be used by us and your Insurer to process your request for insurance, administer your policy or any subsequent claim you make in accordance with the Data Protection Act and other applicable laws.

In order to assess the terms of your insurance contract or administer claims that arise, we, or the Insurer, may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions).

Before you provide any sensitive information about someone else (e.g. an additional driver) you must have their permission. We'll act on the basis that you have done this. Occasionally, we or your Insurer may transmit your data to store it or process it overseas, but only when we can be sure your information will be adequately protected.

Information We Hold

We collect and retain your information when you purchase an insurance Policy, renew or make changes to your Policy and when contacting our claims department.

You should let us know whenever your, or any additional drivers', personal details change. Your Policy and the cost of your insurance are based on the information you have given us. It is very important that this is kept up to date.

Failure to notify us of a change to the Policy information may result in your Policy being cancelled from the start date, additional premium being applied or your claim being rejected or not paid in full.

We will keep your information as long as we need to for the purposes as outlined in this notice. We will retain your information for these purposes after your policy has come to an end.

How We Use the Information

At quotation, renewal and if you make any changes during the period of insurance, we will use the information you provide us relating to anyone insured under your car policy, to:

- Maintain and update your policy;
- Record and process claims
- Understand customer's needs and requirements;
- Carry out research and analysis about our products and services;
- Assess the premium and terms and conditions we offer which involves automated decision making;
- Prevent and detect crime, including fraud.

We may share information which we hold with third parties such as credit reference agencies, fraud prevention agencies and other databases and with other companies that help us provide our services. We may also check your claims history from other sources including, but not limited to, the DVLA and the Claims and Underwriting Exchange (CUE). 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 these registers.

We may also search your (or any person included on the proposal) Driving Licence Number (DLN) against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. Searches may be carried out prior to and at any point during your insurance policy including mid-term adjustment and renewal stage.

The DLN may also be used to search your (or any person included on the proposal) No Claim Discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark (VRM) and postcode.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database. This will occur if information required updating or correcting at any stage and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

Preventing Fraud

During the course of your policy we may share information which we hold and which has been supplied to us with insurers, law enforcement agencies and public bodies including the police and other similar databases or fraud prevention agencies including the Motor Insurance Anti-Fraud and Theft register administered by Insurance Database Services Limited (IDS Ltd). The aim is to help us check information that is given to us and to prevent or detect crime, including fraud.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about you and others in to your household on credit, insurance (including claims), debt tracing and to prevent crime. If such companies suspect fraud, we will share your relevant personal information with them. We may research, collect and use data about you from publicly available sources including social media and networking sites, using this data for the purposes of fraud detection and prevention.

Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

Sharing Data

Your personal data won't be used for marketing, unless you've given us permission. It will only be shared within organisations involved with the administration of your policy, claim or as otherwise set out in this Data Protection Notice. If you require more information about how your data is used and shared or wish to see what information we have stored about you, please contact us at the following address:

Data Protection Officer, Eridge Underwriting Agency Ltd, 22-23 London Road, Tunbridge Wells, Kent, TN1 1DA

In all cases please give your name, address and your insurance policy number. You may be charged an administration fee of up to £10.

If you would like us to remove any personal information from our records you can also do this by writing to the above address. We will make all reasonable efforts to delete or anonymise your information, where appropriate.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited and other appropriate agencies.

If you make a claim we may need to share information with Third Parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and convictions history.

Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' 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 MIB may search the MID to obtain relevant information. Other 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

Complaints

We aim to provide a high standard of service but in the event you are dissatisfied with the service you receive, you should in the first instance contact your **Insurance Intermediary** who sold you this policy. If you remain dissatisfied, you should contact:

The Complaints Department,
Eridge Underwriting Agency Ltd,
22-23 London Road,
Tunbridge Wells,
Kent,
TN1 1DA

Please quote your policy number and give full details of your complaint.

Eridge Underwriting Agency Ltd is authorised to issue a final response to your complaint but where appropriate the final response may be issued by R&Q Insurance (Malta) Ltd.

Should you remain dissatisfied having received a final response, you may refer your complaint to The Financial Ombudsman Service (FOS) within 6 months of receiving our final response letter.

Their address is:

The Financial Ombudsman,
Exchange Tower,
London
E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Important Customer Information

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 records up to date and should immediately inform your **insurance intermediary** about changes which affect your insurance. Any changes agreed during the period of insurance will be treated as a continuation of the contract of 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 undertaken.
- A change of home or business address where the **motor vehicle** is kept overnight.
- 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.

Policy Administration Fees

The following fees are applicable to all Eridge policies and are separate from any that may be charged by your insurance intermediary. Please approach your insurance intermediary for details of any fees that they may charge. All fees are subject to insurance premium tax.

New Business	Renewal	Cancellation within 14 days	Cancellation after 14 days
£10.00	£10.00	£10.00	£55.00

Please refer to the General Conditions in the Policy for full details of our cancellation terms.

Insurer:
R&Q Insurance (Malta) Limited
3rd Floor, Development House
St. Anne Street
Floriana
FRN 9010
MALTA
Registered No. C 59505

UK Administrator:
Eridge Underwriting Agency Ltd
22-23 London Road,
Tunbridge Wells,
Kent
TN11 1DA
Registered in England and Wales: Company No. 09574780.