

MOTOR TRADE ROAD RISKS
INSURANCE POLICY

euna





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

THIS POLICY BOOKLET GIVES USEFUL ADVICE ON HOW TO MAKE A CLAIM AND WHAT YOU CAN DO IF YOU ARE UNHAPPY WITH OUR SERVICE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL YOUR INSURANCE ADVISER WHO ARRANGED THIS COVER FOR YOU.

ALL CLAIMS MUST BE REPORTED WITHIN 24 HOURS DIRECTLY TO OUR DEDICATED CLAIMS TEAM REGARDLESS OF FAULT TO QUALIFY FOR THE REDUCED POLICY EXCESS.

24 HOUR CLAIMS LINE - **03333 214 399**

Contents

Issued by Euna	3
About This Insurance Policy	4
Definitions	5
Cover	6
Section 1 – Loss of or Damage to your vehicle	7
Section 2 – Third Party Liability	9
Section 3 – Towing of Vehicles	11
Section 4 – Foreign Use	12
Section 5 – No Claims Discount	13
General Conditions	14
General Exceptions	16
Motor Insurers Database	18
MID Vehicle Limit	18
Data Protection	19
Complaints Procedure	19
How to make a claim	20
Claims Conditions	20
Endorsements	22

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ISSUED BY EUNA

(Policy administrator)

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

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

YOUR INSURER

Accelerant Agency (UK) Limited on behalf of HDI Global SE - UK. Authorised by BaFin and authorised and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from us on request. HDI Global SE – UK is a branch of HDI Global SE (Registered Office: HDI-Platz 1, 30659 Hanover, Germany)

FINANCIAL SERVICES COMPENSATION SCHEME

HDI Global SE are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if HDI Global SE is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

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ABOUT THIS INSURANCE POLICY

This is a commercial policy, subject to the provisions of the Insurance Act 2015 and is a legally binding contract of insurance between **You** and **Us**.

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

This policy has been specifically designed for policyholders that operates a full or part-time motor trade business that generates an income for profit.

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

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

Date: As shown on the schedule.

Signed on behalf of the Insurers



Dan Body
Underwriting Manager - Motor Trade
Euna Underwriting Ltd
Phone: +44 203 217 1151
Email: motortrade@euna.com
Euna.com

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DEFINITIONS

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

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

Document of Insurance – This document including schedule and key facts document and any endorsements to this insurance.

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

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

Excess - The amount **You** must pay following loss of or damage to the **Insured Vehicle** in respect of each and every claim. The actual amount is shown on the **Schedule**.

Insured Vehicle - Any motor vehicle, which is: The property of **You** or **Your** Spouse if he or she is declared as a permitted driver on this policy; in your custody or control for motor trade purposes but excluding;

- a) Any commercial vehicle in excess of 7.5 Tons.
- b) Any vehicle transporter which has a carrying capacity in excess of one vehicle inclusive of trailers.
- c) Any motor cycle, moped, quad bike or trikes.
- d) Any steam driven vehicles.
- e) Any vehicle with a seating capacity in excess of eight persons including the driver.
- f) Any agricultural vehicles.

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

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

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

Road – Any place that would be held to be a road for purposes of any compulsory Motor Insurance legislation operative within the territorial limits defined in this document.

Schedule -Your details and details of the sections of this insurance document which apply to **You**. This document may be replaced/updated when changes are made.

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

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

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

We/Us/Our/Insurer/ Underwriters – HDI Global SE

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

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Cover

The cover shown in this policy document is shown in the current schedule and determines the sections of this policy document that will apply.

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Cover	Section
Comprehensive	All Sections
Third Party Fire & Theft	All Sections (Section 1 solely in respect of damage by Fire and Theft Excluding loss as a result of malicious damage vandalism or attempted theft.)
Third Party only	Section(s) 2,3,4,5

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Section 1 – Loss of or Damage to your vehicle

The maximum We will pay

The maximum amount **We** will pay for any one incident will not exceed the limit of indemnity as specified in the **schedule**.

If the **Insured vehicle** is stolen or damaged whilst it is being used on a public highway, or temporarily used during the course of a journey or parked at the private home address of the insured as declared then we will at our consideration:

1. Pay the reasonable cost of repairing any damage to the **Insured vehicle** within its **Trade market value**.
Or
2. Pay an amount in cash equivalent to the **Trade market value** of any loss or damage to the **Insured Vehicle**.
Or
3. Pay the cost of replacing the **Insured vehicle** or any part thereof which has been lost or damaged, with one of a similar type and similar condition, the replaced item them becoming the property of the **Insurer**.

If the **Insured vehicle** is over 3 years old **We** may, at our discretion choose to fit replacement parts, which have not been made by the vehicles manufacturer but are of a similar standard.

If the **Insured vehicle** belongs to someone else or is the subject of a Hire purchase or leasing agreement, payment of the total loss or destruction of the car will normally be made to the cars legal owner.

If **You** have a cherished or personal number plate **You** wish to keep then it is your responsibility to follow the procedure detailed by the Driver and Vehicle Licensing agency (DVLA). This will include completion of retention and transfer fees and you will be responsible for any fees.

If **You** do not notify us immediately of your intention to retain the salvage, then we will dispose of the vehicle including the vehicle registration number plate.

Exceptions that apply to Section 1- Loss of or Damage to your vehicle

We will not pay for any of the following:

1. Any vehicle:
in or on the Business Premises; or
on a road at or within 400 metres of the Business Premises, unless in the course of a journey; owned or occupied by the **Insured** or any other Motor trader.
2. Any perceived loss or depreciation of the **Insured Vehicle**;
3. Any decrease in the value of the **Insured Vehicle** following repair;
4. Any cost or part of any cost of repair which improves the **Insured Vehicle** beyond its condition before the loss or damage;
5. wear and tear of the **Insured Vehicle**;
6. Any mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages;
7. Any Loss or damage to tyres caused by braking, punctures, cuts or bursts;
8. Any Loss or damage to tyres unless as a result of an accident to the **Insured vehicle** (being accident being claimed for on this policy).
9. More than the manufacturer's standard list price for any part or standard accessory.
10. Any loss of or damage to the **Insured vehicle** including replacement parts which are now discontinued or obsolete.
11. Fines, penalties.
12. confiscation, requisition or destruction by or under order of any government or local authority;
13. the **Excess** shown on the **Schedule** for each and every occurrence to any one **Insured Vehicle**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the policy and each **Insured Vehicle** will be subject to the appropriate **Excess**. If the **Insured Vehicle** is damaged while a young or inexperienced person is driving, or in charge of the **Insured Vehicle**, **You** will have to pay the first part of the cost as shown below. This is on top of any other excess **You** may have to pay; drivers Under 25 **£500**;
14. Any claim under this section of the policy resulting from theft or attempted theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked;

All claims must be reported within 24 hours regardless of fault directly to our dedicated claims team on 03333 214 399

Exceptions that apply to Section 1- Loss of or Damage to your vehicle-

Continued

15. Any loss or damage caused by overloading or improperly loading the **Insured Vehicle** in a way that the **Insured Vehicle** was not designed for;
16. Any loss or damage to the **Insured Vehicle** arising directly or indirectly from work on the **Insured Vehicle** by **You** or anyone working on **Your** behalf.
17. Any Theft or attempted theft of accessories and parts unless stolen with the vehicle itself.
18. Any Loss or damage arising by theft or attempted theft or any malicious act by any employee, ex-employee partner, director or member of the insured's family or insured person.
19. Any loss or damage to stereos or any other sound reproduction equipment, mobile telephones, navigation systems, money any other personal effects.
20. Any loss destruction of or damage to tools.
21. Any loss of or damage to keys or other remote devices belonging to any **Insured Vehicle** or for the replacement of locks following the loss or damage of keys or remote devices.
22. Any loss of or damage to keys or other devices which unlock any **Insured vehicle** have been left in or on the Insured vehicle or not removed to a safe and secure place.
23. Any Loss or damage to any **Insured vehicle** or its contents arising from theft or attempted theft if the insured vehicle has not been secured by means of the door locks, boot locks or if the windows or any form of sliding roof or removable panel roof or hood have been left open or unlocked.
24. Any Loss of trade, personal belongings, documents or goods.
25. Any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery.
26. Theft or attempted theft of motorcycles, trikes or quad bikes unless they are kept in a locked secured garage at the declared home address overnight or when not in use.
27. Any Loss or damage through repossessing the Insured vehicle and returning it to its rightful owner or from any agreement or proposed transaction for selling or hiring the **Insured vehicle** or someone taking the vehicle by trickery or fraud.
28. Any Loss or damage caused deliberately by **You** or anyone covered under this insurance driving with **Your** permission
29. Any Loss or damage resulting from the demonstration or testing of an **Insured vehicle**, unless **You** have agreed this cover previously with **Insurers** and paid the premium to include.
30. Any accidental damage caused resulting from moving the **Insured vehicle** being moved by **You** or someone covered under this insurance after an accident, fire or theft.
31. Any Loss or damage to the **Insured vehicle** whilst it is being towed, lifted or transported by **You**, or anyone covered under this insurance or acting on your behalf.
32. Damage caused by Frost unless you have taken precautions to prevent the damage happening and have followed manufacturers; instructions to avoid liquid freezing in the vehicle.
33. Loss or damage arising from the **Insured vehicle** being filled with the wrong fuel.
34. Any Loss or damage to glass including panoramic roofs and windscreens.
35. Any Loss or damage to the **Insured vehicle** caused by livestock or bloodstock.
36. Any Loss or damage to the **Insured vehicle** resulting from Fire or explosion in connection with the on-board domestic gas supply where the supply is not fitted or serviced in accordance with the Gas Safety (Installation and Use) Regulations.

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Section 2 – Third Party Liability

Your Liability

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

- a) death of or bodily injury to any person for an unlimited amount; or
- b) damage to property up to £5,000,000. The above limits apply in respect of any one claim or a number of claims arising from one incident caused by or arising out of the use of the **Insured Vehicle** or a trailer correctly attached to the **Insured Vehicle** by towing equipment made for this purpose, so long as towing is allowed by law.

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

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

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

Emergency Treatment Fees - **We** will pay for emergency medical treatment fees from any accident under this insurance involving any Insured vehicle as required by the Road Traffic Acts.

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

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

Exceptions that apply to Section 2- Third Party Liability

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

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Exceptions that apply to Section 2- Third Party Liability- Continued

3. Liability for the death, or injury to, or damage to the property of any person arising out of or in the course of his or her employment by anyone **We** cover under this insurance, other than as required by the Road Traffic Act;
 - a) Liability beyond the minimum requirements of the Road Traffic Act
 - b) Liability incurred by anyone entitled to protection under the liability section of any other insurance.
 - c) Liability beyond the minimum requirements of the Road Traffic Acts for the loss or damage to any vehicle or property belonging to, or in the care of, anyone entitled to claim protection under this insurance.
 - d) Any vehicle driven by or in the custody or control of any company partnership or person not described in the schedule of insurance.
4. **We** shall not be liable for any liability, loss or damage arising directly or indirectly from any vehicle in or on the **Business Premises**, or within 400 metres of the **Business Premises**, apart from the cover **We** must provide under the Road Traffic Acts or any laws, which apply to Motor Insurance.
5. **We** shall not be liable for any liability, loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000, except where **We** need to provide the minimum insurance required by the Road Traffic Acts.
6. **We** shall not be liable for any claim for loss of use of the **Insured Vehicle**.

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Section 3 - Towing of Vehicles

This Insurance shall be operative whilst the **Insured Vehicle** is being used for the purpose of towing any one mechanically propelled vehicle and the **Insurer** will indemnify the **Insured** under the terms of Section 2 of this Insurance in respect of liability in connection with the towed vehicle, provided the towing is permitted by law and the equipment is correctly attached.

Exceptions to apply to section 3 – Towing of Vehicles

We will not pay for any of the following:

- a) Any loss or damage to the towed trailer, caravan or broken down vehicle.
- b) Any loss or damage to loss of any property being carried in or on the trailer or broken down vehicle.
- c) Any loss or damage as a result of towing more trailers than the number allowed by law or where the vehicle is not correctly attached or the correct towing equipment not used..
- d) Any loss or damage as a result of towing more than one broken down vehicle or caravan.
- e) Any loss, damage or liability incurred in respect of trailers unattached at the time of damage or loss.

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Section 4 – Foreign Use

Territorial Limits

This document applies in respect of accidents occurring in Great Britain and Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including loading and unloading.

Compulsory insurance cover outside the Territorial Limits

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

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

Full Policy cover outside the Territorial Limits

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

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

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

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

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

We will not be liable for any other type of Customs or Excise duties charges.

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Section 5 – No Claims Discount

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

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

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

<u>One Year</u>	<u>25%</u>
<u>Two Years</u>	<u>30%</u>
<u>Three Years</u>	<u>40%</u>
<u>Four Years</u>	<u>45%</u>
<u>Five + Years</u>	<u>50%</u>

Protected No Claims Discount

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

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

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

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General Conditions - Applicable to all sections

Fair Presentation of Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask Us to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to Us in a way which is not clear and accessible then this insurance may be subject to an increase in premium, change in terms and conditions, **Your** claim not being fully paid or may be void and of no effect.

We may elect to proportionately reduce the amount payable in respect of a claim should **You** fail to make a fair presentation of risk, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk

The **Insured** shall notify the **Insurer** immediately of any material change or alteration to this Insurance, including changes of address, nature of vehicles to be covered (as stated on the Statement of Fact), occupation, use, drivers, main user, motoring and non-motoring convictions, disabilities, or any disease or physical infirmity which could impair the person's ability to drive. Failure to do so may result in this Insurance being void and all claims forfeited.

Condition Precedent

It is a condition precedent that the **Insurers** will only be liable to indemnify or make a payment under this insurance if:

- (a) any person claiming or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the document of insurance/ policy/ schedule/endorsements and key facts.
- (b) the declaration and information given on the Proposal, or statement of fact is true, correct and complete and to the best of the Policyholders knowledge and belief.
- (c) the **Insured Vehicle** is being driven in accordance with the terms of the Certificate of Insurance and the **Insured Vehicle** is being used in accordance with the **Certificate of Insurance**
- (d) sufficient evidence of being in business in the Motor trade is provided upon request as detailed on page 24.

Care of the Insured Vehicle

You must ensure that the **Insured Vehicle** is maintained in a safe and roadworthy condition in accordance with the manufacturers recommendations and take all reasonable precautions to protect the **Insured Vehicle** from loss or damage. When the **Insured Vehicle** is unoccupied you must remove all ignition keys or other devices which would unlock the **Insured Vehicle**, lock all the doors, close all windows, activate any security devices that may be fitted and take all other steps necessary for protecting it. We require **You** to allow our duly authorised representative to free access at all reasonable times to examine the **Insured Vehicle**.

Arbitration

Where a claim has been accepted but there is a disagreement over the amount due, the matter may be referred to an arbitrator agreed by the parties in accordance with statutory provisions, if this occurs an award must be made before any proceedings can be started.

Personal Contract

This insurance is a personal contract with you and not transferrable for any reason.

English Law

Unless specifically agreed to the contrary this insurance will be subject to English Law.

Cancellation

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

Cancellation by you during the cooling-off period

This insurance provides **You** with a cooling-off period.

Once you have entered into a contract with EUNA Underwriting Ltd. You are entitled to a period of review during which you may decide whether to proceed with the purchase of the Insurance contract.

The period of this review is 14 days and commences from the day on which **You** receive the full terms of the insurance contract

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General Conditions - Applicable to all sections

Continued

You should serve notice of cancellation to the insurance broker or intermediary whom **You** arranged this insurance with and to the brokers or intermediaries correct address.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, a full return of premium will be given however this will be subject to a **£50.00** administration fee by the policy administrator.

If **You** cancel this policy after 14 days of receipt of the policy documentation and there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance subject to a **£50.00** policy administration fee charged by the policy administrator.

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

Our Rights to Cancel

We or any authorised agent acting on **Our** behalf has the right to cancel **Your** policy, where there is a valid reason for doing so. **We** will give **You** seven days' notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and a copy by email which will set out **Our** reason for cancellation in **Our** letter.

If there has been no claim (or claim pending) during the current Period of Insurance, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance subject to a **£50.00** policy administration fee charged by the policy administrator.

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

Fraud

If **You** or anyone acting on **Your** behalf makes any claim, statement or otherwise which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen, this Insurance shall become

void and all claims hereunder shall be forfeited and premium retained.

We may

- (a) cancel **Your** contract of motor insurance in accordance with our cancellation conditions.
- (b) reject a claim or reduce the amount of payment that would have been paid.
- (c) recover from **You** any sums paid by way of benefit under this contract of motor insurance in respect of any claim or part of any claim that is fraudulent, false or exaggerated.
- (d) pass details to fraud prevention and law enforcement agencies who may access and use this information.
- (e) cancel **Your** contract of motor insurance where the circumstances of the insurance have changed and not been advised to **Insurers**.

Right of Recovery

If under the laws of any country in which this insurance applies, **We** have to make payments which but for those laws would not be covered by this policy, **You** must repay the amounts to **Us**.

You or any person who causes an accident must also repay **Us** any money **We** have to pay because of any agreement **We** have with the Motor Insurers' Bureau if such payment would not have been covered by the policy.

Any payment **We** make under this condition will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Mid Term Adjustments

All amendments must be advised immediately to **Your** broker.

This includes but is not limited to amendments to **Your** Business activities, the Business Premises, Drivers and any changes in vehicle specialisation as stated on **Your** most recent statement of fact.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with Conditions applicable to all Sections **Our** Rights to Cancel.

All claims must be reported within 24 hours regardless of fault directly to our dedicated claims team on 03333 214 399

General Conditions - Applicable to all sections

Continued

All mid-term adjustments will be calculated on the current rates and will be subject to a **£20.00** administration fee being charged. If as a result of an alteration **You** are due a refund, premiums under the amount of **£20.00** plus Insurance Premium Tax will not be refunded.

Insured Drivers

It is a condition of this policy that **You** and any **Insured drivers** must have held a full UK Driving Licence for a minimum of two years and must be continuously resident in the UK for a minimum of three years.

In addition to the above it is a condition that in the case of motor cycle cover, where agreed, all **Insured drivers** must hold a full motor cycle licence for a minimum of two years.

GENERAL EXCEPTIONS - APPLICABLE TO ALL SECTIONS

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

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

- a) used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance**;
- b) driven by or is in the charge of any person who to **Your** knowledge is not named in the **Certificate Of Motor Insurance**;
- c) driven by **You** unless **You** hold a licence to drive such Vehicle or have held and are not disqualified from holding or obtaining such a licence;
- d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a Vehicle, unless such person has held, and is not disqualified from holding or obtaining, such a licence;
- e) driven by any person who holds a provisional licence;
- f) used for racing, road racing, pacemaking, speedtesting, rallying, reliability trials, competition or whilst driven on a motor sport circuit;
- g) being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;

- h) being driven with a load or number of passengers outside the manufactures recommendations.
- i) carrying an unsecure load;
- j) towing a trailer which is unsafe or has an insecure load;
- k) towing more trailers than the law allows; or
- l) being let out on hire or as a courtesy car

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

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

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

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

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

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

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

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

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

All claims must be reported within 24 hours regardless of fault directly to our dedicated claims team on 03333 214 399

General Exceptions - Applicable to all sections

Continued

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

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

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

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

Exception 11. Any loss or damage (except to comply with the Road Traffic Acts) whilst **Your** vehicle is being driven by **You**, any person acting for **You**, should it be proved to our satisfaction that the driver was under the influence of alcohol or drugs. A conviction under the relevant law (including convictions for failing to supply specimens of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time of the occurrence giving rise to the conviction.

Exception 12. Any loss, damage, injury or liability for any of the following vehicles whilst being used other than for motor trade purposes;

- (a) Left hand drive vehicles
- (b) Any vehicle which has been modified from the manufacturer's original specification
- (c) Q registered
- (d) Kit Cars
- (e) Horsebox
- (f) Caravanettes, Motorhomes
- (g) Tippers

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MOTOR INSURERS DATABASE

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

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

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

- a) Any permanently owned vehicles registered to **You** or the business as declared on the schedule of insurance;
- b) temporary vehicles held for more than 14 days;
- c) taxed vehicle stock;
- d) any vehicle that will be used on the public highway.

It is vital that the MID holds **Your** correct registration number. If it is incorrectly shown on the MID **You** are at risk of having your vehicle seized by the Police.

You can check that **Your** correct registration number details are shown on the MID at www.askmid.com

Don't get caught out- Failure to remove any sold vehicle from **Your** policy may result in yourself being liable for a claim reported even though the vehicle is no longer in **Your** possession.

This may result in any of the following:

- Loss of NCD.
- Poor claims history.
- Increased insurance premiums or making yourself uninsurable to new insurers.

Did you know that you can update the vehicle ownership with the DVLA online at <https://www.gov.uk/sold-bought-vehicle>.

MID VEHICLE LIMIT

This motor trade road risk insurance policy will be capped at a maximum of **7** current vehicles being added to the MID at any one time.

All claims must be reported within 24 hours regardless of fault directly to our dedicated claims team on 03333 214 399

DATA PROTECTION

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

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

If **You** are involved in a road traffic accident insurers and or the MIB may search the MID to obtain relevant information. It is vital the MID holds **Your** correct registration number. If it is shown incorrectly on the MID **You** are at risk of having **Your** vehicle seized by the police.

Your information may be disclosed to agents and service providers appointed by **Us** (such as claims handling agents, approved engineers and investigative agents). **Your** information may also be transferred to any country including countries outside the European Economic area for the purpose of administration.

Your information may also be shared with other offices of Euna Underwriting Ltd.

COMPLAINTS PROCEDURE

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

1) For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your** policy number, which is on **Your Schedule**.

2) For complaints relating to the administration or claims handling of this insurance please write to **Euna Underwriting Ltd**. When you do this quote **Your** policy number, which is on **Your Schedule**.

3) After this action, if **You** are still not satisfied with the way a complaint has been dealt with, **You** may ask the Complaints Department at HDI Global SE, HDI-Platz 1, 30659 Hanover, Germany to review **Your** case (This would not affect **Your** rights to take legal action if necessary).

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

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial Ombudsman Service to review **Your** case. Their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. The Financial Ombudsman Service cannot consider **Your** complaint if it is: less than eight weeks after receipt of the complaint by the insurance intermediary, administrator or **Us**, or; more than six months after the date on which the insurance intermediary, administrator or **Us** provided our final response advising that **You** may refer **Your** complaint to the Financial Ombudsman Service, or; more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the insurance intermediary, administrator or **Us**.

All claims must be reported within 24 hours regardless of fault directly to our dedicated claims team on 03333 214 399

HOW TO MAKE A CLAIM

In the event of any incident involving a vehicle covered by this policy, **You** must contact **Our** Motor Trade claims team within 24 hours on **03333 214 399**.

WHAT TO DO FOLLOWING AN ACCIDENT?

Unfortunately accidents happen and for **Us** to offer **You** the best service in this stressful time **You** will need to record the following information:

- Full details of the third party including name, telephone number, address, registration number, make and model of the vehicle.
- The number of passengers in the third party vehicle, was anyone injured? If so was the emergency services called?
- Witness details - Look for anyone who can act as an independent witness, this can be used as an invaluable piece of evidence.
- If it's safe to do so please take photos of the accident scene and damaged areas of both vehicles.
- Position of all vehicles involved, road names and speed **You** was traveling at.
- Do not admit **You** were at fault in any way or offer to make a payment. Please make a record if any other person does this.

WHAT HAPPENS NEXT?

Once **You** have reported the incident, Our claims team will send **You** a statement of truth containing a record of the information provided by **You**. Please check the information and if any of the information is incorrect **You** must advise **Us** as soon as possible.

WHAT TO DO FOLLOWING A THEFT?

You must call the police immediately following a theft and record the crime reference number, once You have this You must call the claims team on **03333 214 399**.

Following the theft being reported **You** must provide the following documents:

- Vehicle Registration document (V5)
- Current MOT Certificate.
- Purchase receipt.
- All sets of keys.
- Provide your proof of trade documents.

Once **You** have provided the above documents indemnity can be agreed and **We** make **You** an

offer for **Your** vehicle subject to the terms and conditions of **Your** policy.

If **Your** vehicle is recovered at any stage, either before or after **We** have sent the settlement cheque to **You**, please contact Us immediately with the vehicle location. This will enable Us to move the vehicle to one of Our agents. Failure to do this may result in **You** becoming liable for any towing and storage charges.

CLAIMS CONDITIONS

It is a condition that following any accident, injury, loss or damage, **You** must telephone **Our** Claims Helpline on **03333 214 399** to tell us about it within 24 hours to qualify for the reduced policy excess of **£100**.

Should the claim be reported after the first 24 hours the total excess as detailed in **Your** policy **Schedule** will apply.

You must send **Us** any letter, claim, writ or summons as soon as **You** have received it. **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 offer any admission of liability or offer or promise of payment shall be made without the Insurer's written consent.

A fully completed report form and driving entitlement consent form (D796) or share code must be returned to **Us** upon request. Failure to do so may result in the cancellation of the policy.

Failure to co-operate with **Our** claims investigation will leave **Us** with no alternative than to proceed to settle the claim on a without prejudice basis, reduce **Your** NCD and issue a notice of cancellation.

Immediately inform the police of the theft of or attempted theft of or malicious damage to the **Insured Vehicle** and obtain a crime reference number.

Supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.

The **Insurer** shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this Insurance in the name of the person against whom the claim is brought;

The **Insurer** shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this Insurance in the name of the Policyholder or other Insured person to whom payment has been made and shall be given their full co-operation in relation there to.

All claims must be reported within 24 hours regardless of fault directly to our dedicated claims team on 03333 214 399

CLAIMS CONDITIONS - CONTINUED

The **Insurer** reserves the right to seek reimbursement from the Insured for any increased compensation and/or costs incurred due to failure to complete paperwork and/or late notification of any incident.

The **Insured** shall reimburse the Company in respect of any amount not exceeding the aforementioned sum for which the Company make payment in respect of any claim which may be the subject of indemnity under the Insurance even though such payment may have been expressed to be made ex-gratia or without prejudice. The expression 'claim' shall mean a claim or series of claims arising out of one event

The **Insurer** may request documentation to as evidence **Your** involvement within the motor trade by providing copies of the following:

- Advertising
- Auction house membership card and or invoices
- Business bank account details.
- Copy of **Your** Company letter head and logo.
- Purchase and Sale receipts of vehicles

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ENDORSEMENTS

EU1 Proof of Trade Activity

This motor trade Insurance policy has been designed by Euna Underwriting Ltd for policyholders who actively run a full or part time business within the motor trade industry. To qualify for this motor trade policy **You** must be able to provide written proof that this policy is being used in conjunction with **Your** motor trade business and a financial transaction has taken place.

The underwriters may request proof of trade activity at any point of the policy term to ensure that this policy is being used correctly in conjunction with the declared motor trade occupation.

Once the underwriting department has officially requested proof of trade activity **You** have 7 days to comply with this request, failure to provide proof or inadequate of proof of trade activity may result in **Your** claim being repudiated or **Your** insurance policy being cancelled.

You may be asked to provide any of the following forms of trade activity:

- Advertising - Online or paper based.
- Auction house invoices.
- Auction house membership confirmation.
- Business bank account details.
- Copy of **Your** Company letter head and logo.
- Copy of Tax self-assessment form.
- Purchase and Sale receipts of vehicles – If **Your** declared occupation is vehicle sales **Your** receipts must include but not limited to the following information: - Contact details of both parties, Date, Price, Make, Model and Registration number.
- Purchase and Sale receipts of Parts / Mechanical work carried out.
- Copies of V5 registration documents.

Minimum amount of vehicles to be sold &/OR turnover to qualify as a motor trader:

Part time business = Minimum of 5 vehicle sales
Full time business = Minimum of 10 vehicle sales

EU2 Accompanied Demonstration Cover (Excluding Motorcycles)

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

- a) holds a full UK licence - A copy of the test drivers licence must be obtained before the test drive can commence;
- b) is not a family member of the Insured or any of the Insured drivers;
- c) is not in the employment of the Insured;
- d) does not reside at the same address as any declared driver on the Certificate of Motor Insurance;

- e) observes, fulfils and is subject to the terms and conditions of this Insurance policy; and
- f) is accompanied at all times by **You** or a person named on the Certificate of Motor Insurance.

EU3 Protected No Claims Bonus

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

EU4 American and Canadian Imported Vehicles –Motor Trade Use including SDP

It is hereby noted and agreed that full policy cover will be extended to Sections 1 & 2 in respect of American and Canadian imported vehicles.

EU5 Additional Business Use

It is hereby noted and agreed that the limitations of use as stated in the Certificate of Insurance shall be deemed to include additional business use for the person named and listed in connection with their additional occupation as stated in the Schedule.

EU6 Motorcycle Extension – Motor Trade Use including SDP up to 600CC

It is hereby noted and agreed that full policy cover will be extended to Sections 1 & 2 in respect of vehicle motor cycles, mopeds, trikes and quad bikes up to 600cc.

Excluding theft when not garaged

We will not pay any claim under Section 1 for loss or damage by theft or attempted theft unless the motorcycle, trike or quad bike is kept in a locked secured garage at the declared home address overnight or when not in use.

EU7 Motorcycle Extension – Motor Trade Use including SDP unrestricted CC

It is hereby noted and agreed that full policy cover will be extended to Sections 1 & 2 in respect of vehicle motor cycles, mopeds, trikes and quad bikes.

Excluding theft when not garaged

We will not pay any claim under Section 1 for loss or damage by theft or attempted theft unless the motorcycle, trike or quad bike is kept in a locked garage at the declared home address overnight or when not in use.

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ENDORSEMENTS

Continued

EU99 Miscellaneous endorsement

EU8 Classic and Vintage Vehicles over 25 years old - Motor Trade Use including SDP

It is hereby noted and agreed that full policy cover will be extended to Sections 1 & 2 in respect of Classic/vintage vehicles over 25 years old.

EU9 Tracker Warranty

It is a condition of this policy that if any vehicle shown to be applying this endorsement or any vehicle, with a trade market value greater than **£40,000**, is fitted with an operational proactive tracking device and the network subscriptions are paid up to date.

In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.

EU10 Immobiliser Warranty

It is a condition of this policy at if any vehicle shown to be applying this endorsement or any vehicle, with a trade market value greater than **£30,000**, is fitted with an electronic Thatcham Category 1 engine immobiliser. The immobiliser must be working in full and in effective operation whenever the vehicle is left unattended.

EU11 Young Driver Vehicle Restrictions

Any named person on the Certificate of Insurance under the age of 25 is restricted to drive vehicles not exceeding 1800CC or any vehicle which has been modified to increase performance above the manufactures standard performance.

EU12 Bound by last proposal

This Insurance has been granted on the basis of information contained in the last completed proposal, together with any material changes notified to **Us** or **Your** insurance broker or intermediary. That proposal and any subsequent disclosures, therefore forms the basis of this current insurance contract. Failure to advise of material changes as requested when this Policy was arranged could invalidate this Insurance.

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Contact Us

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Euna Underwriting Limited is an appointed
representative of European Specialty Risks Limited
which is authorised and regulated by the Financial
Conduct Authority.

The Financial Conduct Authority Firm Reference
Number for Euna Underwriting Limited is 655006
and for European Specialty Risks Limited is
565023.