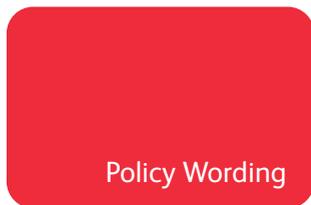


Your Business Insurance

MotorServ Product



Policy Wording



Thank you for choosing Covéa Insurance.

This is **Your** MotorServ policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your** proposal form.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** insurance broker if **You** have any questions or if **You** wish to make any adjustments.

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Claims Information

Claims Number

Motor Trade Care Line
0330 024 2244

In the event of any incident involving a vehicle covered by this policy, contact **Our** Motor Trade team as soon as possible on the above number.

How to make a claim

If **You** need to tell **Us** about an incident involving a vehicle covered by this policy, telephone the Covéa Insurance Motor Trade Care Line. **Our** Motor Trade team will record the details of the incident and advise **You** of the next steps in the process.

Please provide **Us** with the following information:

- Policy Number, **Your** name, driver's name
- Vehicle make, model and registration number
- Nature of incident
- Name and address of the other driver, their insurance company, policy number and car registration number
- Police incident number if applicable (this is a requirement for theft claims)
- Accident police reference number (if police attended the scene)

How we deal with your claim

After **You** have reported the incident, **Our** Motor Trade Team will register **Your** claim and send **You** a statement of facts containing a record of the information provided by **You**. If any of the information in the statement of facts is incorrect **You** must advise **Us** within seven days of receipt of the document. If **We** do not hear from **You** **We** will assume the information **You** have provided is accurate.

You will be required to provide a copy of the current driving licence, or photocard and DVLA verified motoring conviction record, for **You** and the driver of the vehicle (if not the **Policyholder**) together with any other information needed to deal with **Your** claim.

What should I do in the event of an accident?

Do

- Get as much information as **You** can as soon as possible.
- Ask the other drivers involved for their names, addresses and telephone numbers.
- Ask for the name of their insurers and if possible their policy or Certificate number.
- Send to **Us** any letters or documents **You** receive in connection with the accident before **You** reply to them.
- Make a note of the vehicle registration numbers, along with the make, model and colours of the other vehicle involved. Also note all relevant details such as weather conditions.
- Make a note of any injuries or damage to other property.
- Make a note of the number of passengers in the other driver's vehicle.
- Ask for the names and addresses of any witnesses before they lose interest and leave the scene.
- If the police attend the scene, obtain the address of the police station and if possible their reference number.
- Contact the **Covéa Insurance Motor Trade Care Line on 0330 024 2244** as soon as possible to report the matter, even if **You** don't intend to make a claim.

Don't

- Discuss at the scene whose fault the accident seems to have been.
- Apologise or admit any fault or liability.
- Forget to record the details of damage caused to any property or injury to anyone involved.

What the Law Says

- If **You** are involved in any accident involving an injury to any person or damage to any other vehicle or property **You** must stop.
- Give **Your** name, address and insurance details to anyone who has a good reason for asking.
- If there is an injury or **You** do not give **Your** details to anyone at the scene, **You** must report the matter to the police within 24 hours.

What should I do if my Vehicle is stolen?

- Call the Police immediately and obtain a crime reference number.

Contact the **Covéa Insurance Motor Trade Care Line** on **0330 024 2244** to report the matter to **Us**.

- **We** will need the following documents/ items so please make sure **You** have these to hand:
 - Vehicle Registration Document (V5 or Log book)
 - Current MOT Certificate
 - Purchase Receipt
 - All sets of keys for the vehicle
 - Copy of **Your** Driving Licence.

When **We** have received all necessary information **We** will make **You** an offer for the **Insured 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.

Definitions

Automated Vehicle

A vehicle defined by the Automated and Electric Vehicle Act 2018 as able to drive itself legally in the United Kingdom.

Autonomous Mode

A mode which allows the vehicle to drive itself legally, as allowed for under the Automated and Electric Vehicles Act 2018.

Business Premises

The Business Address(es) stated in the **Schedule** and any house building or land used owned or occupied by the **Insured** or any partner director employee or **Declared Driver** and used for up-keep service or repair of any motor vehicle.

Note: Any private residence occupied by the **Insured** or any **Declared Driver** is not a business premises for the purpose of this policy.

Certificate of Motor Insurance

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

Company/We/Us/Our

Covea Insurance plc.

Cover

- (a) comprehensive – as described in Sections 1 2 3 and 4
- (b) third party fire & theft – as described in Section 1 but EXCLUDING loss or damage other than that occasioned by or arising from fire self ignition lightning explosion theft or any attempt thereat Sections 2 3 and 4

- (c) third party only – as described in Sections 2 3 and 4.

Declared Drivers

Any person named on the **Certificate of Motor Insurance** and on the **Schedule** full details of whom have been supplied to the **Company**.

Excess

The amount the **Insured** must pay in the event of loss of or damage to the **Insured Vehicle**. The actual amount is shown on the **Schedule**.

Inexperienced Driver

A person who has not held a full United Kingdom driving licence for the last 12 months.

Insured Vehicle

- (a) the motor vehicle(s) owned by **You** and whose make model and registration number(s) are specified on the **Schedule** and trade fixtures and fittings therein for an amount not exceeding the Sum Insured stated in the **Schedule**.

EXCLUDING:

- 1. portable tools and equipment
- 2. stock and materials in trade
- (b) any motor vehicle in the custody or control of the **Insured** for the purpose of up-keep service or repair

EXCLUDING:

- 1. any vehicle for which an H.G.V. or P.S.V. licence is required
- 2. vehicles owned or in the custody or control of the **Insured** for the purpose of sale or resale or leasing

Definitions

continued

3. any vehicle owned by the **Insured** or any **Declared Driver** or spouse of the **Insured** or the spouse of any **Declared Driver**
 4. any vehicle being driven by or in the custody or control of any company partnership or person not described in the **Certificate of Motor Insurance**
 5. any vehicle that has been seized by any government or public authority unless at the time of seizure the vehicle was:
 - (i) specified in the **Schedule**
 - (ii) in the custody or control of the **Insured** for the purpose of up-keep service or repair
- (c) any disabled mechanically propelled vehicle attached to the vehicle described in (a) for the purpose of being towed.

Occupation

The business of the **Insured** as disclosed to the **Company** and described on the **Schedule** but

EXCLUDING:

- (a) the sale or resale or leasing of motor vehicles for business purposes
- (b) the carriage of goods for hire or reward
- (c) the conveyance of passengers for hire or reward
- (d) Use solely for breakdown purposes in accordance with the regulations applicable thereto is not deemed to be use for hire or reward.

Over The Air (OTA) Updates

Updates to software including safety critical software and computer system or vehicle settings wirelessly installed in the **Insured Vehicle**.

Period of Insurance

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

Policyholder/Insured/You/Your

The person or persons, company or companies declared in the **Schedule** under the heading 'Insured'.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) All bodily injury or loss or damage directly or indirectly caused by such pollution or contamination

arising from any **Pollutants**.

Safety Critical Software

Software updates which, if not installed, would mean it was unsafe to use the **Insured Vehicle**.

Schedule

Your details and details of the Sections of this insurance document which apply to **You**.

Defintions

continued

Software

Any software, **Safety Critical Software**, firmware, operating systems, electrical control systems, data, data storage materials, telecommunication links installed in, or connected to the **Insured Vehicle**.

Territorial Limits

- (a) in respect of the motor vehicle(s) bearing the registration number(s) shown on the **Schedule** Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (b) in respect of any motor vehicle in the custody or control of the **Insured** for the purpose of up-keep service or repair Great Britain Northern Ireland the Channel Islands and the Isle of Man but EXCLUDING any motor vehicle:
 - 1. in or on the **Business Premises**
 - 2. on a road at or within 400 metres of the **Business Premises** unless in the course of a journey.

Terrorism

- (a) An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes
- (a) Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc.

Registered in England and Wales No. 613259.
Registered office: Norman Place, Reading,
Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold and **You** should contact them directly.

Alternatively, please contact **Us** using the following details, quoting **Your** policy or claim number:

Customer Relations,
Covéa Insurance,
Norman Place,
Reading,
Berkshire RG1 8DA.

Telephone: 0330 221 0444

Calls may be recorded for training and evidential purposes.

Website: www.coveainsurance.co.uk

Email:

customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at

www.coveainsurance.co.uk/complaints.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square,
London E14 9SR

Website: www.financial-ombudsman.org.uk

Email:

complaint.info@financial-ombudsman.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

Customer Information

continued

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as “sensitive personal information”, **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/ Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Customer Information

continued

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer ,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling, Kent ME19 4JX

or email: dataprotection@coveainsurance.co.uk.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the:

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

Telephone: [020 7741 4100](tel:02077414100)

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk

How to Cancel Your Policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** give an instruction to cancel to **Your** broker.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by giving an instruction to cancel to **Your** broker.

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with Covéa Insurance, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the

Customer Information

continued

exact number of days left on the policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**.

For **Our** rights to cancel **Your** policy please see the Cancellation Condition on page 15 of this policy wording.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

Introduction

Each Section of this policy, the **Schedule**, the **Certificate of Motor Insurance** and any Endorsements, together with this Introduction, Customer Information and the Definitions, Conditions applicable to all Sections and Exceptions applicable to all Sections shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, the **Certificate of Motor Insurance** and policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exceptions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, damage or liability or pay other benefits which fall within the operative Sections of this policy, provided that the loss, damage or injury which gives rise to the claim occurs during the **Period of Insurance** and in connection with the business.

The **Schedule** shows the Sections of the policy that are operative.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy.

Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or statement of fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

Conditions applicable to all Sections

Claims Procedure and Requirements

- (a) It is a condition precedent to **Our** liability that in the event of any accident, injury, loss or damage the **Insured** or his legal representative must at his own expense:
- (i) give **Us** full details as soon as possible after any incident involving a vehicle covered by this policy by phoning **Our Motor Trade Care Line on 0330 024 2244** which is available 24 hours a day 365 days a year
- After **You** have reported the incident **Our** claims team will send **You** a statement of fact containing the details **You** have provided and request any further information required to proceed with **Your** claim
- (ii) send to the **Company** immediately upon receipt any letters or documents in connection with the event and must not reply to them
 - (iii) take all reasonable precautions to prevent further injury, loss or damage
 - (iv) immediately inform the police of any theft or malicious damage to the **Insured Vehicle** and obtain a crime reference number
 - (v) send to the **Company** immediately upon receipt any writ summons or other legal process issued or commenced against the **Insured**
 - (vi) supply all estimates information and assistance as may be required
 - (vii) notify the **Company** immediately of any impending prosecution, coroners inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by or on behalf of the **Insured**.

- (b) The **Company** shall be entitled to:
 - (i) take and keep possession of the **Insured Vehicle** and to deal with the salvage in a reasonable manner
 - (ii) negotiate, defend or settle in the name and on behalf of the **Insured** any claim made against the **Insured**
 - (iii) prosecute in the name of the **Insured** for its own benefit any claims against any other person in respect of any amount paid or payable.
- (c) It is a condition precedent to **Our** liability that the **Insured** must not:
 - (i) abandon any property to the **Company**
 - (ii) negotiate or repudiate any claim without the **Company's** written consent.

Sharing of Claims

If any loss, damage or injury insured by this policy is covered by any other insurance the **Company** shall pay only its rateable proportion.

Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise damage, accident or injury and maintain the **Insured Vehicle** in a safe and roadworthy condition
- (b) install any **Safety Critical Software** updates made available by/and or approved by the vehicle manufacturer of the **Insured Vehicle**, including any **Over the Air (OTA) Updates** that **You**, the driver or any occupant of the **Insured Vehicle** ought to reasonably be aware of

Conditions applicable to all Sections

continued

- (c) not modify, install or permit the installation or alteration of the **Insured Vehicle's Software or Over the Air (OTA) Updates** that are not made available by and/or approved by the manufacturer of the **Insured Vehicle**.

Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have 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 will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due;
 - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests; or
 - (iii) exercising **Your** duty of care as required under clause "Reasonable Precautions" in the Conditions applicable to all Section of this policy document

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.

- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance We** will not refund any part of the premium. If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance, outstanding monies may be owed when **Your** policy is cancelled.

They must be paid to Covéa Insurance as described in **Your** Loan Agreement.

For **Your** rights to cancel the policy please see "How to Cancel Your Policy" on page 11 of this policy wording.

Avoidance of Certain Terms and Right of Recovery

Nothing in this policy or any Endorsement thereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which the policy operates relating to the insurance of liability to Third Parties but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provision of such law.

Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the terms of this policy or any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the **Policyholder**.

Conditions applicable to all Sections

continued

The Motor Insurance Database

It is a condition of the policy that **You** supply such details of the vehicles whose use is covered by the policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry to the Motor Insurance Database. **You** are also required to advise **Us** when **You** have sold or disposed of a vehicle previously included on the Motor Insurance Database.

Information relating to **Your** insurance 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 DVLANI, the 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 (either in the UK, the EEA or certain other territories) insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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.

Fraudulent Claims

For the purposes of this Condition the definition of ‘**You / Your**’ will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated, **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person’s claim and references to ‘this policy’ should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury.

Conditions applicable to all Sections

continued

Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, damage or liability which would fall within the policy cover. This includes but is not limited to alterations to the business or the **Business Premises**, any vehicle change, deletion or acquisition whether permanent or temporary and any change in the way the vehicle is used.

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 cancel the policy in accordance with Conditions applicable to all Sections – Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus insurance premium tax. If as a result of an alteration **You** are due a refund of premium, amounts of under **£10** plus insurance premium tax as stated on **Your** policy **Schedule** will not be refunded, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **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** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

Driving Licences

It is a condition of the policy that **You** and any **Declared Driver** must have held a full UK Driving Licence for a minimum of 2 years and that the licence must not have been revoked, have expired or been withdrawn by the DVLA.

Proof of Trading

It is a condition of the policy that the **Policyholder** is able to supply formal business records demonstrating the operation of the motor trade business if requested by **Us** or one of **Our** agents.

Conditions applicable to all Sections

continued

Fair Presentation of the 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 **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **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. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Conditions applicable to all Sections

continued

Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

Exceptions applicable to all Sections

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

Exception 1 – Use and driving

Any accident, injury, loss, damage or liability while the **Insured Vehicle** is:

- (a) being used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance**;
- (b) being driven by or is in the charge of any person who to **Your** knowledge is not named in the **Certificate Of Motor Insurance**;
- (c) being 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) being 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) being driven by any person who holds a provisional licence;
- (f) being used for racing, pacemaking, speed-testing, 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 which is unsafe;
- (i) carrying an insecure 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;

- (m) being driven by, or is in the custody or control of, any person convicted of driving while under the influence of drink or drugs, or it is proven to **Our** satisfaction that they were under the influence of drink or drugs at the time of the accident or loss;
- (n) being deliberately used to:
 - (i) cause damage to other vehicles or property;
 - (ii) cause injury to any person or;
 - (iii) put any persons in fear of injury.

Exception 2 – Indirect Losses

Any loss to the **Insured** arising directly or indirectly from any accident, damage, injury or loss unless specifically covered by a Section of this policy.

Exception 3 – Agreements

Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

Exception 4 – Earthquake or Riot

Any accident, injury, loss or damage (except under Section 2: Liability to Third Parties) arising during (unless it be proved by the **Insured** that the accident, injury, loss or damage was not occasioned thereby) or in consequence of:

- (a) earthquake; or
- (b) riot or civil commotion occurring elsewhere than in Great Britain, Isle of Man or the Channel Islands.

Exceptions applicable to all Sections

continued

Exception 5 – Airport Risks

- (a) Any accident, injury, loss of or damage to any aircraft or any liability or injury arising from such damage
- (b) Any Indirect Loss in connection with any aircraft or airport operation arising from the presence of any vehicle insured by this policy in any area to which any aircraft has access.

Exception 6 – Rallies

Any accident, injury, loss, damage or liability caused sustained or incurred while the **Insured Vehicle** is being used in a National or International Rally under Rules of the Federation Internationale de L'Automobile or a National Club.

Exception 7 – Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter

- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon.

Exception 8 – War Risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.

Exception 9 – Pollution or Contamination

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 the **Pollution or Contamination** is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** that arises out of one incident shall be considered to have occurred at the time the incident took place.

This Exception shall not apply where it is necessary to meet the requirements of the Road Traffic Acts.

Exceptions applicable to all Sections

continued

Exception 10 – Hazardous Goods

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

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

Exception 11 - Cyber

Any loss, damage or liability which is the direct or indirect result, or in any way connected with any, of the following:

- (a) any **Cyber Act** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- (b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**
- (c) any liability that is insured by any other form of insurance in respect of any **Cyber Act** or **Cyber Incident**

However, paragraph (a) and (b) shall not apply:

- (i) in circumstances where it is necessary to meet the requirements of the Road Traffic Acts
- (ii) so far as is necessary to meet the requirements of the legislation for compulsory insurance of motor vehicles in the country in which the incident occurs
- (iii) to any loss directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Incident**.

For the purposes of this Exception the following Definitions apply:

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorized, malicious, or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Section 1: Loss of or Damage to Your Vehicle

1. The **Company** will indemnify the **Insured** in respect of loss of or damage to the **Insured Vehicle** (including its accessories and spare parts in or on the vehicle) occurring within the **Territorial Limits** but EXCLUDING any motor vehicle in the custody or control of the **Insured** for the purpose of upkeep, service or repair:
 - (a) in or on the **Business Premises**
 - (b) on a road at or within 400 metres of the **Business Premises** unless in the course of a journey.
2. The **Company** may at its own option repair, reinstate or replace the vehicle or any part thereof, its accessories or spare parts, or may pay in cash the amount of the loss or damage. If to the knowledge of the **Company** the **Insured Vehicle** is the subject of a Hire Purchase Agreement such payment shall be made to the owner thereof whose receipt shall be a full and final discharge to the **Company** in respect of such loss or damage.
3. If the **Insured Vehicle** is disabled by reason of loss or damage which is the subject of Indemnity under this policy the **Company** will bear the reasonable costs of protection and removal to the nearest repairers and also pay the reasonable costs of delivery after repair to the **Insured** at his address in the United Kingdom.
4. A claim under this Section solely for replacement glass in windscreen or side or rear windows in respect of any vehicle described in Definition the **Insured Vehicle** part (a) shall not be deemed a claim for the purpose of No Claims Discount
5. Should the **Insured Vehicle** be uneconomical to repair or be stolen and not recovered and **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance, **We** will deduct any outstanding balance of this Loan from **Your** claims settlement.

Exceptions that apply to Loss of or Damage to Your Vehicle

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

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages
2. damage to tyres by application of brakes or by road punctures, cuts or bursts
3. loss of or damage to the **Insured Vehicle** arising directly or indirectly from work on such vehicle by the **Insured** or any person in the service of or acting on behalf of the **Insured**
4. the **Excess** shown on the **Schedule** in respect of each and every occurrence of loss of or damage to any one **Insured Vehicle** other than for fire or theft or any attempt thereof or malicious damage and replacement of glass in windscreen or rear or side windows

Section 1: Loss of or Damage to Your Vehicle

continued

While the **Insured Vehicle** is being driven by or is for the purpose of being driven in the charge of any person in the following categories the **Excess** shown on the **Schedule** is increased as follows

- (a) persons under 25 years of age £350
- (b) inexperienced Drivers age 25 years and over £200

If the **Company** shall pay the aforementioned amount, the **Insured** shall repay such amount to the **Company** forthwith. These amounts operate independently of and in addition to any other **Excess** clause or condition which may be applied or endorsed on this policy

- 5. the **Excess** shown on the **Schedule** in respect of each and every occurrence of fire or theft or attempt thereof or malicious damage to any one **Insured Vehicle**
- 6. the **Excess** shown on the **Schedule** in respect of each and every claim for replacement glass in windscreen or side or rear windows made under paragraph 4 of Section 1: Loss of or Damage to Your Vehicle
- 7. loss of or damage to any telephone or 'citizen band' radio
- 8. loss of or damage to any vehicle manufactured in the USA or Canada unless specifically manufactured for sale in the United Kingdom

- 9. any decrease in the value of the **Insured Vehicle** following repair
- 10. loss or damage occurring as a result of deception by a purported buyer or his intermediary
- 11. loss or damage arising from the malicious act of any employee or partner or member of the **Insured's** family
- 12. loss of or damage to any vehicle manufactured before 1975 or any vehicle with a fibreglass bodyshell or built from a kit
- 13. loss of or damage to any motorcycle, quadbike or trike (three wheeled motorcycle)
- 14. loss of or damage to any **Insured Vehicle** resulting from theft or attempted theft when 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
- 15. (a) any amount greater than the maker's list price in the United Kingdom for the supply of any spare part or accessory; or
(b) if the vehicle was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements any amount greater than the cost of the similar spare part or accessory for the equivalent United Kingdom vehicle model

Section 1: Loss of or Damage to Your Vehicle

continued

At the **Company's** discretion a cash settlement on this basis may be made if such part or accessory cannot be obtained.

Section 2: Third Party Liability

1. In the event of an accident involving the driving of or use of the **Insured Vehicle** and occurring within the **Territorial Limits** the **Company** will indemnify the **Insured** in respect of:

All sums which the **Insured** shall be legally liable to pay

- (a) for death or bodily injury
- (b) for accidental damage to property provided that the **Company's** liability shall not exceed the sum of £1,000,000 in respect of any one claim or all claims of a series consequent upon one original cause and
- (c) all sums which the **Insured** shall become legally liable to pay for claimants costs and expenses

And with the written consent of the **Company**

- (d) other costs and expenses
- (e) solicitor's fees:
 1. for representation at any Coroner's Inquest or Fatal Accident Inquiry
 2. for defending any proceedings in any Court of Summary Jurisdiction in respect of any act causing or relating to any event which may be the subject of Indemnity under this Section
- (f) reasonable costs up to £2000 for legal services for defence in the event of proceedings being taken for manslaughter or causing death by dangerous driving where the death may be the subject of indemnity under this Section

caused by or arising from the use of the **Insured Vehicle** or the loading or unloading of the **Insured Vehicle**

2. For the purpose of this Section the **Insured** shall also include:
 - (a) any person entitled to drive by the **Certificate of Motor Insurance** driving or using the **Insured Vehicle** with the permission of the **Insured**
 - (b) at the request of the **Insured** any passenger who at the time of any accident is in or getting into or getting out of the **Insured Vehicle**

PROVIDED that the person claiming indemnity

- (c) is not entitled to indemnity under any other policy
 - (d) shall as though he were the **Insured** observe fulfil and be subject to the policy terms exclusions and conditions insofar as they can apply
3. In the event of the death of any person entitled to indemnity under this Section the **Company** will in respect of the liability incurred by such person indemnify his legal representatives in the terms of and subject to the limitations of this Section provided that such representatives shall as though they were the **Insured** observe fulfil and be subject to the terms exclusions and conditions of this policy insofar as they can apply
 4. The **Company** will pay Emergency Treatment Charges arising under the Road Traffic Act incurred as a result of an accident which may give rise to a claim under this Section.

Section 2: Third Party Liability

continued

Exceptions that apply to Third Party Liability

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

1. death of or bodily injury to any employee arising out of or in the course of the employment of such person by the **Insured** or any other person claiming to be indemnified by this Section except as required by the Road Traffic Acts
 2. damage to property belonging to or held in trust by or in the custody or control of the person claiming indemnity
 3. damage to any **Insured Vehicle**
 4. death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the **Insured Vehicle** or the taking away of a load from such vehicle
 5. death, injury or damage arising directly or indirectly from work on any **Insured Vehicle** by the **Insured** or any person in the service of or acting on behalf of the **Insured** except as required by the Road Traffic Acts
 6. any claim for loss of use of any **Insured Vehicle**
 7. death, injury, loss or damage directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss arising from an act of **Terrorism**, except as required by the Road Traffic Acts.
8. for death bodily injury loss or damage where the **Insured Vehicle** is an **Automated Vehicle** and at the time of an accident is being driven or used in **Autonomous Mode** where **You** or any other person entitled to indemnity under this policy:
 - (a) has failed to install or permit the installation of any **Safety Critical Software** updates, including any **Over the Air (OTA) Updates** relating to the functioning of the **Insured Vehicle** as an **Automated Vehicle** which **You**, the driver or any occupant of the **Insured Vehicle** ought reasonably to have known that failure to install such **Software** or **Over the Air (OTA) Updates** could compromise the safety of the **Insured Vehicle**
 - (b) has made or has permitted alterations to any **Safety Critical Software** or **Over the Air (OTA) Updates** which relates to functioning of the vehicle as an **Automated Vehicle**, except those made available by and/or approved by the manufacturer of the **Insured Vehicle**.

Section 3: Foreign Use

1. This policy is extended in respect of the **Insured Vehicle** to give the minimum compulsory third party insurance requirements of the following countries:
 - (a) member countries of the European Union
 - (b) any other country which the Commission of the European Union approves as meeting the requirements of Article 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no. 72/166 CEE).
2. Subject to the **Company's** consent and payment of any required additional premium the policy may be extended in full in respect of a specified **Insured Vehicle** which is owned by and registered in the name of the **Insured** for the period specified on the International Motor Insurance Certificate (Green Card) while the **Insured Vehicle** is:
 - (a) temporarily in any country notified to the **Company**
 - (b) 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.

The **Company** shall not be liable whilst the **Insured Vehicle** is being driven by or is for the purpose of being driven by in the charge of any person not included as a user in paragraph 7 of the International Motor Insurance Certificate (Green Card).

Section 4: No Claims Discount

In the event of no claim being made or arising under this policy during a **Period of Insurance** specified herein immediately preceding the renewal of this policy the renewal premium shall be reduced by a No Claims Discount in accordance with the **Company's** published scale for the MotorServ policy.

No Claims Discount is not transferable to any other person.

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