

# Motor Trade Road Risks

## Insurance Policy



ERIDGE  
UNDERWRITING

# Claim Service

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

If **you** need to notify **us** of a claim or accident, please contact the

**CLAIMS HELPLINE on 0333 241 9200**

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

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

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

## The law

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

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

## At the scene

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

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

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

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

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

If at all possible **you** should:

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

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

## Reporting the Accident

Report the accident immediately to our Claims Helpline

**CLAIMS HELPLINE on 0333 241 9200**

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

## Approved Repairers

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

- They will collect the **motor vehicle** free of charge.
- If the **motor vehicle** is not driveable **we** may move the **motor vehicle** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all personal belongings.
- After the repair the **motor vehicle** will be returned to **you** having been cleaned inside and out.
- All work carried out by **our** approved repairers is guaranteed for 5 years providing **you** remain the owner of the **motor vehicle**.

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# Contract of Insurance

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## Motor Trade Road Risks Insurance Policy

Thank **you** for choosing to insure with Eridge Underwriting. This document, together with **your** Policy **schedule** and **Certificate of Insurance**, is a legally binding contract of insurance between **you** and **us** and does not provide anyone else with rights to enforce any part of this contract.

**We** have agreed to insure **you** subject to the terms, conditions and exclusions contained within this document and in any **schedule** of **endorsements** attached for the period for which **you** have paid **your** premium. This insurance applies within the **territorial limits** unless **we** specify otherwise.

Underwritten by Zurich Insurance plc, a public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance plc is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website and the FCA Firm Reference Number is 203093. This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.



John Hamilton  
Managing Director  
Eridge Underwriting Agency Ltd

# Disclosure and Accuracy of the Information **You** Have Provided

In deciding to provide the insurance under this Policy and setting the terms of it, **we** have relied on the information **you** have given **us**. The information **you** give **us** in relation to the insurance under this Policy must be accurate and complete

In addition to the answers **you** have provided to questions asked **you** are required to disclose material circumstances that gives a fair presentation of the risks that are or would be insured under this Policy.

A fair presentation of the risks means that **you** must:

- disclose to **us** every material circumstance which **you** know or ought to know or, failing that, sufficient information to alert **us** of the need to make further enquiries; and
- make such disclosure in a reasonably clear and accessible manner; and
- ensure that, in such disclosure, any material representation as to:
  - a matter of fact is substantially correct, and
  - a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **our** judgement (as a prudent underwriter) in determining whether to take the risk and, if so, on what terms. If **you** are in any doubt as to whether a circumstance or representation is material, then **you** should disclose it.

If, before or after the start date of this insurance as shown under the **period of insurance**, **you** become aware that the information **you** have given to **us** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide then **you** must advise **your insurance intermediary** as soon as possible.

If the information **you** have given **us** in relation to this insurance proves to be inaccurate or incomplete, then **we** may:

- amend the terms of this Policy, which may be applied as if they were already in place prior to any claim where the validity of that claim was impacted by the inaccurate or incomplete information, or
- reduce the amount **we** pay on a claim in the proportion the premium paid bears to the premium **we** would have charged **you** had the information not been inaccurate or incomplete, or
- treat this Policy as if it never existed, which means no claims will be paid and the premium paid under it will be returned to **you**. This will only be done if this insurance would not have been provided if the information had been accurate or complete.

If **we** establish that **you** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this Policy, **we** will treat this insurance as if it never existed, which means no claims will be paid and **we** will not return the premium. If this happens **we** will advise **your insurance intermediary** and **you** in writing to **your** last known address.

## Change in Risk Information

If the information **you** have given **us** in relation to the insurance provided under this Policy changes, or there is any change in or variance of the risk(s), before or during the **period of insurance**, then **we** need to know as it may result in:

- **us** applying different terms, and/or
- a claim not being paid (in whole or in part), and/or
- it being determined that the Policy is no longer suitable to meet **your** needs.

**You** must make a fair presentation of the risks to **us** if there is any change in or variance of the risks before or after the start date of this insurance as shown under the **period of insurance**. An explanation of fair presentation of the risks is shown under Disclosure and Accuracy of the Information **You** Have Provided above.

To enable **us** to assess any such changes or variations in information and/or risk(s) **you** must tell **us** immediately or as soon as practicable of any such changes or variations. This can be done by advising **your insurance intermediary**.

## Your right to cancel

**You** have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you**. An administration charge of £12.50 plus insurance premium tax is applied. Refer to the General Conditions of the Policy for more information on cancellations.



# Definitions

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Certain words and phrases used in this document are shown in **bold** throughout the Policy and these have particular meanings which are shown below.

## **Accessories**

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

## **Business Premises**

The Business Address(es) stated in the **schedule** and any house, building, structure or land used, owned or occupied by the insured or any business partner, director or employee or named driver for the upkeep, repair, sale, display or storage of any **motor vehicle**.

*Any private residence occupied by the insured or any named driver is not a **Business Premises** for the purpose of this Policy.*

## **Certificate of Motor Insurance**

Evidence that **you** have the minimum motor insurance required by law to drive the **motor vehicle**. It shows who may drive the **motor vehicle** and what **you** can use it for.

## **Endorsement**

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

## **Excess/Excesses**

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

## **Insurance Intermediary**

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

## **Limit of Indemnity / Indemnity Limit**

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

## **Market Value**

The cost of replacing the **car** with one of the same make, model, specification and condition at the time of loss as assessed by **us**. **We** use guides which refer to vehicle values, engineers and other relevant sources to assess the **market value**, including the value declared by **you**.

## **Motor Vehicle**

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

## **Period of Insurance**

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

# Definitions (continued)

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## **Proposal Form/Statement of Fact**

A form that shows the information provided by **you** and declared as accurate for the purposes of entering into an insurance contract with **us**.

## **Road Traffic Acts**

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

## **Schedule**

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

## **Territorial Limits**

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

## **Terrorism**

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

## **Theft**

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

## **Trade Value**

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

## **Trailer**

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

## **We, Our, Us**

Eridge Underwriting Agency Limited.

## **You/Your/The Insured/Policyholder**

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

## Section 1

## Accidental Damage

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### What is covered

**We** will cover **you** under this section for accidental and malicious damage to the **motor vehicle** including **accessories** and spare parts which are kept in or on the **motor vehicle** which is owned by **you** or in **your** custody or control for motor trade purposes.

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

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

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

## Section 2

## Fire and Theft

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### What is covered

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

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

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

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

## What is not covered under Sections 1 and 2

We will not cover:

- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- Any amount exceeding £100,000 under Sections 1 and 2 in any one **period of insurance**.
- Any amount exceeding the **limit of indemnity** specified in the **schedule**.
- Any amount exceeding the **trade value** of any **insured motor vehicle** owned by **you** if **your motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- Any amount exceeding the **market value** in respect of any **motor vehicle** not owned by **you** at the time of the accident or loss if the **motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- Loss of or damage to the **motor vehicle** whilst in or on the **business premises** or on a road at or within 400 metres of the **business premises**, unless the **motor vehicle** is owned by a Customer and is in **your** control for the purposes of undergoing repair or being serviced.
- Loss or damage to the **motor vehicle** if it is left unattended and the ignition key or any similar device is left in or on the **motor vehicle**.
- Loss or damage to the **motor vehicle** if all doors, windows and other openings have not been closed and locked and the **motor vehicle's** electronic or mechanical devices are not set.
- More than £300 (after the deduction of the **excess**) following the loss or **theft** of the keys to the **motor vehicle** or the ignition keys or any similar device to the **motor vehicle** for replacing the door locks and/or boot lock, ignition /steering lock, the lock transmitter and/or central locking interface.
- Loss of use of the **motor vehicle** or any costs incurred which are not directly associated with the incident that caused **you** to claim.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures, breakdowns or any loss or damage which happens gradually.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value of the **motor vehicle** as a result of a repair to it.
- Loss of or damage to the **motor vehicle** resulting from fraud or deception.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Loss of or damage to the **motor vehicle** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss of or damage to the **motor vehicle** if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Damage to the **motor vehicle's** cooling system caused by freezing liquid.
- Loss of or damage to the **motor vehicle** caused by a member of **your** family or household or a permitted driver or persons known to **you** taking the **motor vehicle** without **your** permission.
- Loss of or damage caused by domestic animals, insects or vermin.

- Loss of or damage to the contents of the **motor vehicle** including but not limited to telephones, two-way radio transmitters or receivers, removable satellite navigation system or money.
- Any repair or replacement part which improves the **motor vehicle**.
- **Theft** of or attempted **theft** of the **motor vehicle** unless reported to the police.
- Loss of or damage to the **motor vehicle** caused deliberately by **you** or by any person driving it with **your** permission.
- Loss or Damage caused by misfuelling.
- Arising directly or indirectly from work on the insured **motor vehicle** by **you** or any person working for **you** or acting on your behalf;
- Arising from the malicious act of any employee or partner or member of **your** family;
- Arising from **theft** by an employee of **yours**;
- Caused by any driver who is not a member of **your** family and is not connected with **your** business;

## How claims are dealt with under Sections 1 and 2

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

- £150 of any claim if the driver in charge of the **motor vehicle** at the time of the loss or damage is 22 or under; or
- £100 of any claim if the driver in charge of the **motor vehicle** at the time of the loss or damage is aged 23 and 24.

If the **motor vehicle** is damaged and such damage is covered by this Policy, **we** will pay the reasonable cost of protecting it and removing it to the nearest approved repairer and returning it to **you** after repairs have been carried out.

When carrying out repairs **our** approved repairers may fit parts made by other manufacturers they recommend for which they or the manufacturer offer a warranty, including recycled parts of similar type and quality to those being replaced.

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

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

## Section 3

## Liability to Others

### What is covered

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

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

**We** will also provide the same cover to:

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

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

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

Unless **we** agree otherwise in writing, **we** will not pay representation for the following:

- A plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- Appeals.
- Any representation arranged by **you** without **our** consent.
- Any actions outside the **Territorial Limits**.

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

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

## What is not covered under Section 3

**We will not cover:**

- Liability for death or injury to any employee of the person insured arising during the course of their employment except where liability is required to be covered by the **Road Traffic Act**.
- Any amount over £2,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Loss, damage or injury which result from any deliberate act or omission by **you** or any person driving the insured **motor vehicle** with **your** permission.
- Death or injury to the driver or the person in charge of the **motor vehicle** if the death or injury occurred as a result of that person having driven the **motor vehicle**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve **your** legal liabilities under this insurance.
- Any damage, loss of use or any other indirect loss to any property in the custody or control of **you** or the person claiming cover under this section.
- Any damage, loss of use or any other indirect loss to property being carried by or loaded onto or unloaded from the insured **motor vehicle**.
- Death or bodily injury or damage to property caused or arising beyond the limits or any carriageway or thoroughfare in connection with the loading or unloading of the insured **motor vehicle** when involving the use of any hoist, crane, lift or similar appliance.
- The loss of or damage to any **motor vehicle** **you** drive, or any **trailer**, caravan or vehicle **you** tow.
- Any liability, loss of use or any other indirect loss arising from the loading or unloading from the insured **motor vehicle** where this activity involves the use of any hoist, crane, lift or similar appliance.
- The loading or unloading of the insured **motor vehicle** when involving the use of any hoist, crane, lift or similar appliance.
- Any claim for any damage to any road surface or structure caused by the vibration or weight of the **motor vehicle** or its load.
- Death, injury or damage arising directly or indirectly from work on an insured **motor vehicle** by **you**, or any employee, or acting on **your** behalf, except as required by the **Road Traffic Acts**.
- The bringing of a load to the insured **motor vehicle** for loading or the taking away of the load from such **motor vehicle** after unloading by any person other than the driver or attendant of such vehicle.
- Loss, damage or injury which results from a trailer, caravan or broken-down vehicle that is being towed that is not properly attached to the **car** or if the **car's** maximum towing weight limit as set by the **car's** manufacturer is exceeded.

## Emergency Treatment

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

## Section 4 Audio and/or Communication Equipment

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### What is covered

**We** will cover **your** permanently fitted audio and/or communication equipment against loss or damage. This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each **claim you** make.

### What is not covered under Section 4

**We** will not pay:

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



## Minimum Cover

While the insured **motor vehicle** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8 (1) second subparagraph 7 of EU Directive 2009/103/EC relating to civil liabilities arising from use of a **motor vehicle**.

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

## Full cover within the European Union

**We** will extend the Policy to provide the same cover shown in **your schedule** to any country of the EU and Andorra, Bosnia & Herzegovina, Iceland, Liechtenstein, Norway, Serbia and Switzerland provided:

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

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

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

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

## What is not covered under Section 5

**We** will not cover:

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

# Section 6 Motor Insurance Database

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

- All permanent **motor vehicles** registered to, owned by or leased to **you**, or any **motor vehicle** regularly covered under **your** Policy for **your** motor trade business.
- Taxed stock vehicles held longer than 14 days.

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

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

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

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

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

# General Exclusions

These exclusions apply to the whole of the Policy.

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

## 1. Use of the **motor vehicle**

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

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

## 2. Contracts

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

## 3. Track use, rallies and competitions

While the **motor vehicle** is being used for formal or informal racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll road (including the Nurburgring Nordschleife) or any form of race track or off-road activity.

# General Exclusions (continued)

## 4. War, hostilities and terrorism

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

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

## 5. Earthquake, radioactivity, pressure waves, dangerous goods and riot

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

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

## 6. Proceedings outside the territorial limits

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

## 7. Other Insurance

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

## 8. Travel outside the United Kingdom

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

## 9. Trade Plates

Any accident, injury, loss, damage or liability arising from the use of a **Motor Vehicle bearing** Trade Plates, unless **your schedule** has the **endorsement** which allows such use.

# General Exclusions (continued)

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## 10. Unacceptable Vehicle Types

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

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

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

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

- Vehicles over 3.5 tonnes Gross Vehicle Weight and less than 7.5 tonnes Gross Vehicle Weight
- Vehicle Transporters with a vehicle carrying capacity of one or two cars
- Vehicles modified from the manufacturers original specification to improve performance
- Left-Hand drive vehicles
- Any vehicle manufactured outside of the United Kingdom unless specifically manufactured for sale in the United Kingdom
- Kit Vehicles
- Three Wheeled Vehicles
- Vehicles manufactured 25 years ago or older

## 12. Unacceptable Trailer Types

Any accident, injury, loss, damage or liability arising from the use of the following **trailers**:

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

## 13. Ownership of Vehicles

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

- Family members
- Employees
- Named drivers unless they are a business partner or director of the Insured business.

# General Conditions

These conditions apply to the whole of the Policy.

## 1. Notification of claims

As soon as possible after any incident which might lead to a claim under this Policy, **you** should telephone **our** Claims Helpline on **0333 241 9200** to tell **us** about it. You must send **us** any letter, claim, writ or summons as soon as **you** receive it unanswered. **You** must also let **us** know immediately if **you** or **your** legal advisors become aware of any prosecution, inquest or fatal accident inquiry concerning a claim which might be covered under this Policy.

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

## 2. Dealing with claims

**We** will be entitled to:

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

## 3. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under this Policy through fraud (which includes but is not limited to concealment, misstatement or deliberately providing false information) then **we**:

- shall not be liable to pay the claim;
- may recover any claim already paid that was subject to the fraud;
- may involve the relevant authorities to bring criminal proceedings;
- may cancel this Policy with immediate effect from the date the fraud was first committed by writing to **your insurance intermediary** and **you** at **your** last known address, which means:
  - **you** will not have any cover under this Policy from any event occurring on or after the date of cancellation, and
  - **you** will not receive any return of premium.

## 4. Looking after the **motor vehicle**

**You** (or anyone who has access to the **motor vehicle**) must:

- Take all reasonable and necessary steps to protect the **motor vehicle** from loss or damage;
- ensure that all keys and other security devices are kept on the person of the holder or in a secure place;
- Ensure that the **motor vehicle** is kept in a roadworthy condition.

# General Conditions (continued)

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## 5. Keeping to the Policy terms

**We** will provide the cover described in this Policy only if:

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

## 6. Compulsory Insurance

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

## 7. Drink and Drugs Clause

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

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

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

## 8. Cancellation

Cancelling **your** Policy within first 14 days

**You** have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you**. An administration charge of £12.50 plus insurance premium tax is applied. If any claim or accident giving rise to a claim has occurred there will be no return premium.

Cancelling **your** Policy after 14 days

If no claims have been made in the current **period of insurance**, **we** will refund any premium paid less a charge for the number of days for which cover has been given and an administration fee of £59.00 plus insurance premium tax which is applied. **We** will not refund any premium paid if **you** have made a claim or if one has been made against **you**.

# General Conditions (continued)

## Cancellation by **Us**

**We** may cancel this Policy if:

- **you** provide any information that proves to be inaccurate or incomplete or **we** consider that **you** deliberately, recklessly or carelessly provided false or misleading information (see Section headed Information **You** Have Provided on page 5); or
- **you** use threatening, abusive, bullying or intimidating behavior or inappropriate language towards **our** staff; or
- **you** or anyone acting on **your** behalf makes a claim under this Policy through fraud (which includes: concealment, misstatement or deliberately providing false information) (see General Condition 3 – Fraudulent Claims); or
- **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
  - **our** ability to process a claim; or
  - the defence of **our** interests; or
  - the making of risk based underwriting decisions.

**We** will cancel this Policy by giving **you** 7 days' written notice to **your** last known home and/or email address or via **your insurance intermediary**. **We** shall return the premium paid, unless **you** have made a claim or if one has been made against **you**, for the period from:

- the date the cancellation takes effect, to
- the end date of insurance provided under this Policy (the end date of the insurance provided under this Policy is shown under the **period of insurance**);

If **we** cancel **your** Policy on the grounds of fraud, cancellation may be immediate, and we may keep any premium you have paid. We may also pass these details to fraud prevention and law enforcement agencies.

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

### 9. Limitations

The maximum number of **motor vehicles** permissible to be covered under this Policy at any one time is **FIFTEEN**.

### 10. Evidence of Trading

It is a condition of the Policy that **you** will supply formal business records demonstrating the operation of an existing motor trade business in keeping with the information **you** have declared on **your statement of fact** or **proposal form**.

### 11. Trading Sanction(s), Prohibition(s) or Restriction(s)

**We** shall not be liable to provide the insurance under this Policy or to pay claims or provide any benefit under it where to do so would expose **us** or any member of **our** corporate Group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.



## 12. Changes in information

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

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

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

**You** are obliged to keep **your** Policy up to date, please tell **your insurance intermediary** immediately about changes which affect **your** insurance. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Some examples include but are not limited to:

- **Motor Vehicle** additions and deletions.
- **You** wish to change the drivers on the Policy.
- Someone who drives the **motor vehicle** receives a motoring conviction or criminal conviction or has a claim on another Policy.
- Someone who drives the **motor vehicle** is diagnosed with a medical condition.
- The **motor vehicle** is changed from the manufacturer's standard specification.
- A change of occupation by **you** or any other driver.
- A change in the type of motor trade activities undertaken.
- A change of home or business address where the **motor vehicle** is kept overnight.
- The **motor vehicle** is involved in an accident.
- Where a driver has had a change of licence e.g. a learner driver passes their test and obtains a full licence.

If **you** do not tell **us** about changes, **your** insurance may be invalidated in part or in full.

# Data Protection Statement

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Eridge Underwriting takes the privacy and security of **your** personal information seriously. **We** collect, use and share **your** personal information so that **we** can provide Policies and services that meet **your** insurance needs; in accordance with applicable data protection laws. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

**We** and **our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/ or **contract of insurance**; (ii) to meet **our** legal or regulatory obligations; (iii) where **you** have provided the appropriate consent; (iv) for **our** 'legitimate interests'.

It is in **our** legitimate interests to collect personal information as it provides **us** with the information that **we** need to provide **our** services more effectively including providing information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of **our** data protection statement can be viewed via <https://eridgeunderwriting.com/the-eridge-approach/data-protection-notice>

## How you can contact us?

If **you** have any questions or queries about how **we** use **your** data, or require a paper copy of the statement, **you** can contact **us** via [info@eridgeunderwriting.com](mailto:info@eridgeunderwriting.com) or alternatively contact **our** Compliance Director at 22-23 London Road, Tunbridge Wells, Kent, TN1 1DA.

## Detecting and Preventing Fraud

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

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

## Motor Insurance Database

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

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

If **you** are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers and/or MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID, **you** are at risk of having the **motor vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

# Complaints

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## Our commitment to customer service

**We** are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

## Who to contact in the first instance

Many concerns can be resolved straight away. **You** should in the first instance contact **your Insurance Intermediary** who sold **you** this Policy as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

If **you** remain dissatisfied, **you** should contact:

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

## Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

## Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case. **We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website <http://www.financial-ombudsman.org.uk/>

**You** can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Telephone: 08000 234567 (free on mobile phone and landlines)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**.

Further information is available on <http://www.fscs.org.uk/> or by contacting the FSCS directly on 0800 678 1100.

## Policy Administration Fees

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

New Business	Renewal	Permanent Changes	Cancellation within 14 days	Cancellation after 14 days
£19.00	£19.00	£32.00	£12.50	£59.00

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

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