

# CLEGG GIFFORD

STRONG INSURANCE FOR A TURBULENT WORLD

INSURANCE BROKERS

## The Motor Trader Policy (Road Risks only)





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## INTRODUCTION TO YOUR POLICY

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We are pleased to welcome you to Clegg Gifford & Co Limited. We have for 47 years been serving the motoring public with innovative ideas to protect your motoring liabilities and assets. This contract brings together Insurers and our Underwriters who combined make up your insurance program. Each insurer is liable for the section of the insurance they participate in only and not to the whole. The overall program has been carefully designed by Clegg Gifford.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. Our Underwriters on behalf of insurers rely on that information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any facts and circumstances which will affect your insurance. It is also important that, throughout the life of this policy, you tell us immediately if there are any changes to the information already given. If you are not sure whether something is important or relevant, please tell your broker, your agent or us anyway as failure to do so may invalidate your insurance and/or result in it not operating fully and/ or a claim payment being reduced.

This policy, together with your schedule, certificate of motor insurance and any endorsements that apply, sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents we have sent you, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to your broker, your agent or us.

All communications and contact should be made with Clegg Gifford & Co Limited and not the insurers directly. The contact details are shown on the schedule and the back cover of this policy document.

I do hope your association with us will be a long and successful one.

A handwritten signature in blue ink, appearing to read 'Roy Clegg', is positioned above the printed name.

Roy Clegg  
*Chairman*  
Clegg Gifford & Co Limited



## MOTOR INSURANCE DATABASE DISCLOSURE - PLEASE READ CAREFULLY

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In order to comply with the regulations relating to the Motor Insurance Database (MID), you are obliged to advise us of all taxed vehicles and trade plates in your possession as well as any acquisitions or disposals you make. This includes courtesy vehicles. Untaxed stock vehicles driven on trade plates do not have to be added to the MID although the Motor Insurance Bureau would prefer this to be done. If you are in any doubt as to whether a vehicle should be disclosed, please contact your broker, agent or us.

Remember that full cover will only operate if a vehicle has been disclosed to us for MID purposes.

So that we can enter or delete the vehicle details within the timescales allowed by the MID, you must advise us as soon as practicable if you make any acquisitions or disposals. If you do not, the vehicle may be clamped, seized or destroyed and other penalties may be imposed.

In the event of a claim involving a vehicle that should have been disclosed to us but was not, we may at our option

- i) deal with any third party claim but not a claim involving damage to your own vehicle and/or
- ii) pursue recovery from you and/or the driver for our outlay and/or
- iii) apply a retrospective additional premium or excess and/or
- iv) decline indemnity and/or
- v) cancel or restrict further the cover provided by this policy.

You may advise acquisitions and disposals by post, or email to us at [mid@cginsurance.com](mailto:mid@cginsurance.com)

**For further information about what is required and the penalties for late or no notification, please see Motor Insurance Database disclosure on page 9 and also Important information on page 37.**



## MAKING A CLAIM

**As soon as you can, please telephone the First Response Helpline on 0343 903 1892 or from abroad +44 343 903 1892.**

This service is available 24 hours a day, 365 days a year.

If you wish to email us regarding your claim please email **claims@cginsurance.com**

Send all documentation requested to:

**Claims Department, 7 Eastern Road, Romford, Essex, RM1 3NH**

### Please note

- You must report all incidents to us within the timescales set out in General Conditions 1 and 2 (see page 23). In any event, all claims must be reported to us immediately and no later than 48 hours of the incident or you becoming aware of any circumstance which may give rise to a claim.

Where your vehicle is fitted with a "black box", camera, digital CCTV recording system and/or telematics you must provide us with all records, footage and/or memory cards immediately

- You must report every incident even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must immediately advise
  - the police and submit the crime reference number to us
  - and, if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of all parties involved including witnesses, if any.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim as soon as you receive it.
- You must tell us in writing immediately if you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy. All claims injury or non injury can be reported directly to insurers by solicitors or other representatives acting on behalf of claimants.
- Where someone is claiming for injury the rules require insurers to make a decision on liability within a very limited timescale. Delays in notification can significantly increase the cost of the claim.

Where we are notified of the claim by someone other than you, we will contact you. If you do not provide us within 48 hours of our contact with you, full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.

- Send all documentation requested to  
**Clegg Gifford & Co Limited, 7 Eastern Road, Romford, Essex, RM1 3NH**  
or by email to **claims@cginsurance.com**

### Windscreen

If you have cover, please telephone **0800 011 3677** at any time for both repairs and replacement

### Please note

If you choose not to use our approved windscreen repairer to carry out a repair or replacement you will have to pay an additional excess of

- £50 for the windscreen replacement
- or
- £10 for a windscreen repair carried out by any other supplier.



## GENERAL DEFINITIONS

*The words and phrases shown in **bold** have the same meaning wherever they appear in the policy. They are either defined below or more specifically elsewhere in this policy.*

<b>Act of terrorism</b>	An act or threatened act as set out in the Terrorism Act 2000 and which is <ol style="list-style-type: none"> <li>carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)</li> <li>committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.</li> </ol>
<b>Additional occupation</b>	Any occupation and/or business activity in the <b>United Kingdom</b> not related to <b>your business</b> .
<b>Alarm</b>	An electronic vehicle alarm which provides an audible warning of interference with <ol style="list-style-type: none"> <li>either the <b>vehicle's</b> perimeter or ignition and detects movement in the passenger compartment</li> <li>the <b>vehicle's</b> goods compartment and/or <b>trailer</b>.</li> </ol>
<b>Business</b>	The motor trade business which <b>you</b> operate in the <b>United Kingdom</b> as shown in the <b>schedule</b> .
<b>Business hours</b>	The hours during which <b>your trade premises</b> are occupied for <b>business</b> purposes by <b>you</b> or an authorised <b>employee</b> .
<b>Business vehicle(s)</b>	Any <b>vehicle</b> owned, registered, leased or hired under a hire purchase agreement to the <b>business</b> .
<b>Certificate of motor insurance</b>	Evidence of the existence of motor insurance as required by law.
<b>Claim</b>	A claim or series of claims arising out of one incident or event.
<b>Clegg Gifford</b>	Clegg Gifford & Co Limited, Authorised and regulated by the Financial Conduct Authority. Registered Office: 128/129 Minories, London, EC3N 1NT Registered in England & Wales.
<b>Disabled vehicle</b>	A vehicle not capable of being moved under its own power.
<b>DVLA</b>	The Driving and Vehicle Licensing Authority and/or The Driving and Vehicle Agency Northern Ireland. <i><b>Note:</b> For details of information held about you by the DVLA, go to <a href="http://www.dvla.gov.uk">www.dvla.gov.uk</a> or, if applicable, <a href="http://www.dvani.gov.uk">www.dvani.gov.uk</a>.</i>
<b>Employee</b>	A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the <b>business</b> whether the contract is expressed or implied, oral or in writing including anyone <ol style="list-style-type: none"> <li>hired or lent to <b>you</b> or borrowed by <b>you</b></li> <li>supplied to <b>you</b> or employed by <b>you</b> under <b>your</b> control or supervision</li> <li>who is self employed and working under <b>your</b> control or supervision</li> <li>who is a prospective employee whose suitability for employment is being assessed by <b>you</b>.</li> </ol>
<b>Endorsement</b>	Any variation to the printed terms of this <b>policy</b> as shown in the <b>schedule</b> .
<b>Essential information</b>	All information and any particular circumstances which would influence <b>us</b> in <b>our</b> decision to provide or restrict cover and to set the level of premium and <b>excess(es)</b> .
<b>Excess(es)</b>	The amount(s) and/or any percentages shown in the <b>policy</b> and/or <b>schedule</b> which will be deducted from each <b>claim</b> paid.
<b>Family</b>	<b>Your spouse</b> , <b>your</b> own, adopted, foster or step children, parents and any relatives living permanently with <b>you</b> .
<b>FCA</b>	The Financial Conduct Authority. <i><b>Note:</b> Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website <a href="http://www.fca.org.uk">www.fca.org.uk</a>.</i>
<b>Home</b>	<b>Your</b> permanent private residence in the <b>United Kingdom</b> which is not part of, or connected to, and is not used as <b>your trade premises</b> .
<b>Immobiliser</b>	A device which prevents the vehicle being started either without a key for that vehicle or by application of a code relevant only to that vehicle.



<b>Indirect loss(es)</b>	Any loss, charge or cost not directly caused by the event leading to a <b>claim</b> including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
<b>Injury</b>	Bodily injury, illness, disease and/or nervous shock.
<b>Insurer</b>	The Insurance Companies as shown in <b>your schedule</b> responsible for underwriting their section(s) of the <b>policy</b> .
<b>Invalid form of transport</b>	A powered wheelchair or mobility scooter.
<b>IPT</b>	Insurance Premium Tax.
<b>MID</b>	Motor Insurance Database.
<b>Period of insurance</b>	The period stated in the <b>schedule</b> , for which <b>you</b> have paid and <b>we</b> have accepted the premium.
<b>Policy</b>	This document, <b>schedule</b> , <b>endorsements</b> and, if applicable, the <b>certificate(s) of motor insurance</b> read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
<b>Policyholder</b>	The <b>business</b> and/or person(s) named as the policyholder in the <b>schedule</b> .
<b>Road rage</b>	A deliberate act by the driver or passenger of a motor vehicle which is intended to intimidate, cause harm to other people or damage to their vehicles or property
<b>Road Traffic Act(s)</b>	The compulsory motor insurance provisions of any road traffic acts, laws or regulations which govern the driving or use of any motor vehicle in the <b>United Kingdom</b> .
<b>Schedule</b>	The document which gives details of the <b>policyholder</b> , <b>insured persons</b> , the <b>period of insurance</b> , <b>sums insured</b> , <b>endorsements applicable</b> , <b>excess(es)</b> and the cover in force.
<b>Spouse</b>	<b>Your</b> husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone <b>you</b> are living with as if <b>you</b> are married to them.
<b>Subcontractor</b>	A person or business in the <b>United Kingdom</b> which has a contract, as an independent contractor and not as an <b>employee</b> , with <b>your business</b> to provide some portion of the work or services which <b>you</b> have agreed to perform.
<b>Sum(s) insured/indemnity limit</b>	The specific amount(s) or indemnity limit(s) shown in the <b>schedule</b> which set out the <b>policy's</b> financial limits.
<b>Total loss</b>	Where the <b>vehicle</b> i) has been damaged beyond economic repair or ii) was stolen but not recovered.
<b>Trade premises</b>	The permanent trading address(es) shown in the <b>schedule</b> from which <b>you</b> conduct the <b>business</b> .
<b>Trailer</b>	For the purposes of this <b>policy</b> , a trailer includes but is not limited to a semi-trailer, tandem trailer, mobile equipment, goods carrying container or other object which can be towed but which cannot itself be driven.
<b>Unattended</b>	No-one being in, on or in a position to prevent any unauthorised interference with a <b>vehicle</b> , <b>trailer</b> and/or any contents.
<b>United Kingdom</b>	For the purposes of this <b>policy</b> , the United Kingdom includes the Isle of Man.
<b>We/us/our</b>	<b>Clegg Gifford</b> on behalf of the <b>insurer(s)</b> shown on the <b>schedule</b> .
<b>You/your</b>	The <b>policyholder</b> and any other person permitted in the <b>schedule</b> and/or <b>certificate of motor insurance</b> to drive or use the <b>vehicle</b> and, where applicable, their personal legal representatives.



## MOTOR

*Your schedule will show which sections of this part of the policy are in force.*

### SPECIFIC DEFINITIONS

*These specific definitions apply to this part of the policy and are in addition to or variations of the General definitions on pages 4 and 5 which apply to the policy as a whole.*

<b>Accessories</b>	For the purposes of this <b>policy</b> , accessories include <ol style="list-style-type: none"> <li>i) any additional and supplementary equipment fitted to the <b>vehicle</b></li> <li>ii) safety equipment, child car seats and any parts kept in or on the <b>vehicle</b></li> <li>iii) the maker's tool kit.</li> </ol>
<b>Agricultural vehicle</b>	Any tractor or similar <b>vehicle</b> used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
<b>Articulated vehicle</b>	A goods carrying <b>vehicle</b> made up of a power unit and one semi-trailer or tandem trailer.
<b>Car</b>	A private passenger <b>vehicle</b> with a maximum carrying capacity of 8 persons including the driver.
<b>Coach</b>	A <b>vehicle</b> with a seating capacity of 17 passengers or more which may be pre-booked for specific journeys or which is operated as a scheduled bus service.
<b>Commercial vehicle</b>	A <b>vehicle</b> used for commercial purposes including but not limited to <b>articulated vehicles</b> , <b>agricultural vehicles</b> , <b>coaches</b> , <b>horseboxes</b> , <b>tankers</b> and vehicle transporters.
<b>Customers' property</b>	Property in <b>customer vehicles</b> for which <b>you</b> have a legal liability.
<b>Customer vehicles</b>	Those vehicles and/or <b>trailers</b> in the custody and/or control of the <b>business</b> for repair, overhaul, upkeep, testing, alteration, restoration, cleaning, recovery, collection, delivery or storage and for which <b>you</b> have accepted responsibility.
<b>Dangerous goods</b>	Liquid or solid substances and articles containing them that have been tested and assessed against internationally agreed criteria and found to be potentially dangerous/hazardous when carried including but not limited to <ol style="list-style-type: none"> <li>i) high explosives</li> <li>ii) inflammable liquids</li> <li>iii) chemicals or gases in liquid, compressed and/or gaseous forms</li> <li>iv) dangerous substances, goods or loads requiring           <ol style="list-style-type: none"> <li>a) a police licence and/or</li> <li>b) to be carried in accordance with specific regulations or legislation.</li> </ol> </li> </ol>
<b>Green card</b>	The document which provides proof that <b>you</b> have the minimum insurance cover required by law to drive the <b>vehicle</b> outside the <b>United Kingdom</b> .
<b>Imported vehicle</b>	A vehicle which may have been registered in but was not originally built to be sold in the <b>United Kingdom</b> .
<b>In-vehicle equipment</b>	Any system (including cassettes, compact discs, DVDs and films), "black box", camera, digital CCTV recording, telematics, data transmission, communication and satellite navigation equipment, CB and two-way radio whilst permanently fitted to the <b>vehicle</b> or specifically designed to be removable or partly removable and which cannot function independently of the <b>vehicle</b> .
<b>Keys</b>	Any key, fob, entry card or other device or keyless entry system used to access and/or start the <b>vehicle</b> and/or <b>trailer</b> .
<b>Market value</b>	The current cost of replacing the <b>vehicle</b> with a comparable one of similar type and condition ascertained by reference to standard trade guides.
<b>Minibus</b>	A motor <b>vehicle</b> constructed or adapted to carry 8 or more and up to 16 passengers in addition to the driver.





<b>Moped</b>	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes a motorcycle that can be moved by pedals if first used before 1 August 1977.
<b>Motorcycle</b>	A mechanically propelled vehicle, <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410kg.
<b>Permanently owned vehicles</b>	Those <b>business vehicles</b> and <b>personally owned vehicles</b> which are individually specified in the <b>schedule</b> <i>excluding stock vehicles and customer vehicles</i> .
<b>Personal effects</b>	For the purposes of this part of the <b>policy</b> , personal effects include but are not limited to clothing, handbags, wallets, briefcases, watches, jewellery and pedal cycles.
<b>Personally owned vehicle(s)</b>	A <b>vehicle</b> personally registered, leased or hired under a hire purchase agreement to the <b>policyholder</b> or to an <b>employee</b> , director or partner of the <b>business</b> or a <b>spouse</b> and specifically insured by this <b>policy</b> .
<b>Plant and equipment</b>	Electrical, mechanical and/or hydraulic plant and associated equipment permanently fixed to a <b>permanently owned vehicle</b> not supplied as original equipment by the manufacturer.
<b>Quad bike</b>	An off-road ride-on vehicle with four large wheels designed for agricultural and recreational use.
<b>SORN</b>	The Statutory Off Road Notification to the <b>DVLA</b> of a <b>vehicle</b> registered in Great Britain or Northern Ireland.
<b>Standard vehicle</b>	Any <ul style="list-style-type: none"> <li>i) <b>car</b> which has an ABI (Association of British Insurers) group rating of less than 15 in a 1 to 20 scale or 28 or less in a 1 to 50 scale</li> <li>ii) <b>commercial vehicle</b> with a gross vehicle weight of less than 3.5 tonnes</li> <li>iii) <b>moped</b>.</li> </ul> <p><i>Note: ABI groups can be found at <a href="http://www.thatcham.org/abigrouprating">www.thatcham.org/abigrouprating</a>.</i></p>
<b>Stock vehicles</b>	Those untaxed <b>vehicles</b> temporarily owned by or in the custody or control of the <b>business</b> specifically for sale and/or demonstration to prospective purchasers.
<b>Tanker</b>	A road vehicle constructed to carry bulk liquid, gas, grain, foodstuffs or <b>dangerous goods</b> .
<b>Territorial limits</b>	Andorra, Austria, Belgium, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France including Monaco, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy including San Marino and Vatican City, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.
<b>Trade value</b>	The value of a <b>vehicle</b> as ascertained from the standard trade guides less any discounts available to the motor trade.
<b>Vehicle</b>	Any motor vehicle shown in the <b>schedule</b> as being insured including any permanently fitted <b>accessories, in-vehicle equipment</b> , declared <b>plant and equipment</b> and/or modifications <i>but excluding vehicle carcasses</i> .



## SPECIFIC CONDITIONS AND CLAUSES

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### 1 Cancellation

If this part of the **policy** is cancelled either by **you** or **us** as set out in General condition 11 - Cancellation on page 29, **we** may refund a proportion of the premium, however, no refund of premium will be allowed if a claim has been made or an incident which may give rise to a claim has occurred.

### 2 Instalment premiums and total losses

If, following a **claim** **we** have agreed to pay, **your vehicle** is a **total loss** and **you** have not paid all **your** instalments, the premium **you** owe will be deducted from any payment **we** make.

### 3 No claim bonus

**We** will, if applicable and depending on the number of **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scale which applies at the time. The percentage discount which the bonus represents is **our** standard bonus scale sent to **you** when this **policy** was taken out and at each renewal. It is available from head office, brokers and agents. The bonus allowance will be at **our** sole discretion and **we** may reduce **your** bonus if **we** are still investigating a **claim** at renewal.

If **we** have not received proof of **your** no claim bonus from **your** previous insurer within 30 days of cover incepting, **we** may, at **our** option charge an additional premium and/or cancel the **policy**.

Where **you** have protected **your** no claim bonus and **you** have made a **claim** during the **period of insurance** **we** may, at **our** option, increase **your** premium at renewal.

Both standard and protected no claim bonuses cannot be

- i) earned if the **period of insurance** is less than twelve months
- ii) transferred to another person or business
- iii) transferred to another **vehicle** following a **total loss** unless **we** agree otherwise.

When calculating the applicable no claims bonus, **we** will disregard those **claims** where **we** are able to make a full recovery of **our** outlay.

### 4 Excesses

Where an **excess** is shown in the **schedule** and/or elsewhere in this part of the **policy**, **you** have agreed to pay that amount for each incident of loss, damage or liability. In most cases **we** will deduct the total **excess** amount from the settlement **we** make but, where **we** are obliged to settle a third party property **claim** in full without deducting any applicable **excess(es)**, **we** will claim back the amount from **you** and **you** agree to pay it to **us** without delay. Failure to do so may result in the cancellation of the **policy**.

### 5 Emergency, medical and overnight expenses

If **you** or any passenger in **your vehicle** is injured as a direct result of an accident, **we** will

- i) reimburse **you** for any payments made for emergency treatment under the **Road Traffic Acts** (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- ii) pay up to
  - a) £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment, arising from the accident*
  - b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
  - c) £250 in total towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

### 6 Condition of vehicles and/or trailers

If the condition of a **vehicle** and/or a **trailer other than a customer vehicle** causes or contributes to an accident, cover will be restricted to **our** liability under the **Road Traffic Acts**. **We** reserve the right to recover any costs from **you**, the driver or any other party who may have caused the condition of the **vehicle**.



## 7 “Black box”, CCTV and telematics

Where **your schedule** shows that **you** are required to or elected to have a “black box”, camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle**, **you** must

- i) ensure that these
  - a) have been installed and are being used in accordance with the manufacturers’ requirements and instructions for their correct operation
  - b) have their functionality checked in accordance with the manufacturers’ recommendations at least annually
  - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours of any incident or event which may give rise to a claim, provide **us** with all records, footage and/or memory cards relating to it.

## 8 Jurisdiction

This **policy** is subject to the exclusive jurisdiction of the English courts.

## 9 Motor Insurance Database disclosure

Where a **vehicle** is registered with the DVLA, its details must be added to the **MID** which is managed by the Motor Insurers’ Bureau (MIB). If the registration number is not shown correctly on **your policy** documents or **you** cannot find **your vehicle** on the **MID** at [www.askmid.com](http://www.askmid.com), **you** must contact **us** immediately. If **you** do not, the **vehicle** may be clamped, seized or destroyed and other penalties may be imposed including points being added to **your** driving licence.

In the event of a **claim** involving a **vehicle** that should have been disclosed to **us** but was not, **we** may at **our** option

- i) deal with any third party claim but not a **claim** involving loss of or damage to **your** own **vehicle** and/or
- ii) pursue recovery from **you** and/or the driver for **our** outlay and/or
- iii) apply a retrospective additional premium or **excess** and/or
- iv) decline indemnity and/or
- v) cancel or further restrict the cover provided by this **policy**.

For further information please read Motor Insurance Database disclosure on page 2 and Important information – Motor Insurance Database on page 37.

## THE COVER

Unless more specific cover is shown in the **schedule** or elsewhere in the **policy**, **we** will insure **you** whilst any

- i) **permanently owned vehicle**
- ii) vehicle or **trailer** being towed by or transported in or on a **permanently owned vehicle**
- iii) **customer vehicle**, **stock vehicle** or other **vehicle** held in trust by **you** or in **your** custody or control

is being driven or used in the **United Kingdom** in connection with **your business** and/or any declared **additional occupation** by **you** or a person named in the **schedule** as entitled to drive and is

- 1 on a highway, road or other area to which the public have access
- 2 temporarily parked in the course of a journey
- 3 garaged or parked at the **trade premises** or **home**

*but not*

- a) *at subcontractors’ premises for work to be carried out*
- b) *stock vehicles at customers’ premises*
- c) *at car lots or auctioneers’ premises for demonstration or sale*
- d) *at any dock, terminal, freight forwarder’s or other premises for import or export.*



## USES AND DRIVERS

The **vehicle** is covered only if it is being driven and/or used by the persons and in the way specified in the **schedule** and **certificate of motor insurance**.

### Use exclusions

*The following uses are not covered unless specifically shown as included in your certificate of motor insurance and/or your schedule*

- i) *hiring or letting out your vehicle in return for money or reward*
- ii) *carrying and transporting passengers other than*
  - a) *where a mileage allowance is paid to you for official or agreed business duties or for the performance of a social service*
  - b) *car-sharing agreements involving the use of a car for social or similar purposes provided that you make no profit from what you are paid for the journey*
- iii) *the carriage of goods for money*
- iv) *demonstration purposes by a prospective purchaser.*
- v) *use on the Nurburgring Nordschleife or for racing, pacemaking, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- vi) *use of the vehicle outside the United Kingdom unless a green card has been issued*
- vii) *any purpose connected with additional occupation(s)*
- viii) *the use of your certificate of motor insurance to secure the release of any motor vehicle seized by or on behalf of any government or public authority which is not your property or in your custody or control at the time of seizure*
- ix) *the use of stock vehicles and customer vehicles for social, domestic and pleasure purposes*
- x) *the use as a tool of trade of any vehicle or plant forming part of or attached to the vehicle and/or its attached trailer other than*
  - i) *as required by the Road Traffic Acts or equivalent legislation or regulation in the territorial limits or any other country in which this part of the policy is operative*
  - ii) *where its operation is a necessary requirement in the process of upkeep, overhaul, repair or demonstration*
  - iii) *where the vehicle is constructed for and is being used for breakdown or recovery services.*
- xi) *the performance of a contract for the movement, wheel-clamping, removal or recovery of vehicles resulting in loss of or damage to any vehicle not owned by you or your customers other than as required by the Road Traffic Acts or where you are operating on behalf of a recognised breakdown organisation or of a police, government or local authority approved by us in writing.*

### Driver exclusions

*Except as required to meet our obligations under the applicable Road Traffic Acts or equivalent legislation in the territorial limits or any other country for which a green card has been issued, this part of the policy excludes any legal liability, death, injury, loss, damage or indirect loss occurring whilst a vehicle or attached trailer is being driven by you or by any person, including a provisional licence holder, claiming indemnity under this policy*

- i) *unless such person holds the relevant valid licence to drive the vehicle or has held and is not disqualified or prohibited by law from holding or obtaining such a licence*
- ii) *who*
  - a) *has not complied with the terms and limitations of that driving licence*
  - b) *as a result of an incident or claim is convicted of racing on a public highway*
  - c) *we are satisfied was under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired*
  - d) *commits or attempts suicide or wilful, deliberate or criminal damage including road rage*



- iii) any driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions whilst using and/or driving a **vehicle** which
  - a) exceeds the maximum permitted engine capacity allowed against that driver's name
  - b) is fitted with a turbo charger, super charger or other device designed to increase engine performance
  - c) has been fitted with any equipment intended to enhance the **vehicle's** performance which was not fitted by the manufacturer as original equipment
  - d) which has an Association of British Insurers (ABI) group rating of either 15 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale).
- iv) which results in the driver of the **vehicle** being convicted of an
  - a) offence involving drink or drugs
  - or
  - b) equivalent offence under the law of any other country in which this **policy** operates.

## Optional extensions

### 1 European and foreign use

*You are required to carry your certificate of motor insurance and, if issued, your green card for all travel outside the United Kingdom.*

*This part of the policy does not provide cover in any country outside the United Kingdom other than*

- a) for trips in the **territorial limits**, up to the applicable minimum third party indemnity limit required to comply with the European Union Directives and laws relating to the compulsory insurance of vehicles
- b) where shown otherwise in **your schedule**.

**We** may, if specifically requested before **you** travel, agree to extend the cover shown in **your** current **schedule** under Section 1 – Third party liability and/or Section 2 – Your vehicle to include the driving or use of the **vehicle** outside the **United Kingdom**. A revised **schedule** will be issued and **we** will, if necessary, issue a **green card**.

The cover provided will be subject to

- i) each trip
  - a) being temporary and lasting no more than 45 days
  - b) starting and ending in the **United Kingdom**
- ii) the **vehicle** being
  - a) driven or used only for social, domestic and pleasure purposes unless stated otherwise in the **schedule**
  - b) registered in the **United Kingdom** and recorded on the **MID**
- iii) **you** and the driver being ordinarily resident in and **your business** as well as any **additional occupations** shown in the **schedule** being based the **United Kingdom**
- iv) **you** paying the required additional premium
- v) all the terms, conditions, exclusions, limitations and **excesses** of the **policy**.

Cover includes

- 1 transit by rail, air and sea (including loading and unloading) between the countries in which **you** have cover
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between any of the countries in the **territorial limits** provided that Section 2 – Your vehicle is operative
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

### 2 Demonstration - driving by unnamed prospective purchasers

**We** will indemnify **you** whilst any **business vehicle** or **stock vehicle** is being driven with **your** permission by a prospective purchaser who is

- i) not a member of **your family**
- ii) not employed by **you** or a member of **your family**
- iii) accompanied at all times by a person named in the **schedule** as entitled to drive for motor trade purposes
- iv) not entitled to indemnity under any other policy
- v) aged over 21 years



provided that

- a) all the terms and conditions of this **policy**, insofar as they can apply, are observed and fulfilled
- b) the driver has held the relevant valid full **United Kingdom** licence for at least 12 months and has not been disqualified from holding or obtaining such a licence
- c) the person named in the **schedule** accompanying the prospective purchaser travels in the front passenger seat during a demonstration and is not disqualified from holding or obtaining the relevant licence.

### 3 Customer loan vehicles

We will provide cover for **your** customers driving **business vehicles** whilst theirs are undergoing repair or being serviced by **you** or a **subcontractor** provided that

- a) the customer
  - 1 is driving with **your** permission
  - 2 is not entitled to indemnity under any other policy
  - 3 observes, fulfils and is subject to the terms and conditions of this **policy** in so far as they can apply
  - 4 has held the relevant full valid **United Kingdom** licence for at least 12 months
  - 5 is aged over 21 years
  - 6 is not employed in the motor trade
- b) the **vehicle** has been declared to **us** for inclusion on the **MID** and **we** have issued a **certificate of motor insurance** allowing its use by customers.

## SECTION 1 – THIRD PARTY LIABILITY

### The cover

We will insure **you** for all the amounts **you** may be legally liable to pay less any **excess(es)** for accidental

- a) death of or **injury** to other people
- b) damage to property up to the limit specified in the **schedule** arising out of an incident in the **United Kingdom** and/or any country in the **territorial limits** in which cover is operative during the **period of insurance** caused by, through or in connection with the use (including the loading and unloading) of any **vehicle** shown in the **schedule** and any attached **trailer** as a direct result of

#### 1 Driving your vehicle

**your** driving, using or being in charge of the **vehicle**

#### 2 Other people driving or using your vehicle with your permission

- a) any person specified in the **schedule** who, with **your** permission, is using, driving or in charge of the **vehicle**
- b) any passenger travelling in, getting into or out of the **vehicle** provided there is a request by the **policyholder** to do so and provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition

#### 3 Towing

the **vehicle** being used to tow a **trailer** or disabled vehicle as allowed by law or the manufacturer's recommended towing limit

*excluding any trailer or disabled vehicle*

- i) *being towed in return for money or reward unless specific cover is provided by this policy*
- ii) *not properly secured to the vehicle*
- iii) *when more than one trailer or disabled vehicle is being towed.*

#### 4 Bike carriers, luggage and ski racks

the attachment to the **vehicle** of a bike carrier, luggage and/or ski rack

*excluding any*

- i) *rack or carrier not properly secured to the vehicle*
- ii) *incident which does not take place during a journey.*



## Section extensions

### 1 Legal personal representatives

We will deal with a **claim** made against the estate of any deceased person insured by this policy provided that the **claim** is covered.

### 2 Additional costs and fees

We will, at our option, pay for

- i) legal fees for representation at any coroner's inquest, fatal accident inquiry, court of summary jurisdiction or on indictment in a higher court
- ii) the cost of defending any proceedings against **you** for manslaughter or causing death by dangerous, careless or inconsiderate driving up to a limit of £10,000 excluding VAT
- iii) emergency treatment fees as required under the **Road Traffic Acts** (if this is the only payment **we** make, **your** no claim bonus will not be affected)
- iv) all other costs and expenses incurred with our written consent.

## Optional extension

*Your schedule will show whether this extension is operative and which drivers are covered.*

### 1 Driving other vehicles

We will extend Section 1 – Liability to others and, provided that all **permanently owned vehicles** have comprehensive cover (A, B, C, D and E as detailed on page 20 are all operative), Section 2 – The vehicles, A – Road risks to cover an incident involving a vehicle not insured by this policy whilst a driver named against this cover in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes in the **United Kingdom**

provided that

- a) this is allowed by the **current certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the borrowed vehicle is
  - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
  - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that we have agreed to an extended period
- c) the borrowed vehicle is not
  - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
  - 2 available to **you** on a regular basis
  - 3 taken outside the **United Kingdom** without our written agreement
  - 4 a **minibus, coach, quad bike** or any vehicle with a gross vehicle weight over 3.5 tonnes
  - 5 being test driven or evaluated by **you**
- d) **your permanently owned vehicle** is
  - 1 insured by this **policy**
  - 2 still owned by **you** and has not been sold or disposed of
  - 3 not the subject of a **total loss claim**
- e) where Section 2 – The vehicles, A – Road risks is operative, the amount **we** will pay will be limited to
  - 1 the lowest of the **market values** or the agreed higher value for **permanently owned vehicles** shown in the **schedule** less the applicable **excess(es)** provided that no indemnity is available under any other policy

or

  - 2 any **excess(es)** for which **you** are held responsible under the owner's or any other insurance policy.



*excluding any*

- 1 vehicle being driven or used by a driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions which
  - i) exceeds the maximum permitted engine capacity allowed against that driver's name
  - ii) is fitted with
    - a) a turbo charger, super charger or other device designed to increase engine performance
    - b) any equipment intended to enhance the **vehicle's** performance which was not originally fitted by the manufacturer
  - iii) has an Association of British Insurers (ABI) group rating of either 15 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale)
- 2 **motorcycle** where this **policy** does not provide cover for individually specified **motorcycles** or, if there is cover, the cubic capacity limit stated in the **schedule** is exceeded.

### Section exclusions

*This section does not cover*

- 1 Death of or **injury** to any person or damage to property in any country outside the **United Kingdom** other than
  - a) for trips in the **territorial limits**, up to the applicable minimum third party indemnity limit required to comply with the European Union Directives and laws relating to the compulsory insurance of vehicles
  - b) where shown otherwise in **your schedule**.
- 2 Death of or **injury** to any **employee** arising out of or in the course of that person's employment by **you** or any other party claiming indemnity except as required by the relevant laws applicable to the driving of vehicles.
- 3 Loss of or damage to property owned by or in the custody or control of **you** or any other party claiming indemnity under this **policy**.
- 4 Death, **injury**, loss or damage arising from the use of any
  - i) tools, goods and/or associated equipment being carried in or on **your vehicle**
  - ii) personal effects, mobile telephone, communication, photographic, portable media, computer and/or associated equipment whilst the **vehicle** is being driven.
- 5 Death of or **injury** to any person or damage to property occurring beyond the limits of any highway, road or area to which the public have access in connection with
  - i) bringing a load to the **vehicle** and attached **trailer** for loading
  - ii) taking away a load from the **vehicle** and/or attached **trailer** by any person other than the driver or attendant of the **vehicle**.
- 6 The **vehicle** itself and/or the towed or carried **trailer** or disabled vehicle and/or its contents.

## SECTION 2 – VEHICLES ON THE ROAD AND AT THE TRADE PREMISES

*Your schedule will show whether this section is in force.*

### Making a claim

*Please see Making a claim on page 3 and General conditions 1,2 and 3 on page 23 for detailed information about how to make and manage a claim.*

#### 1 Repairs

Your vehicle may be repaired either by a competent repairer of your choice or by one of our approved repairers.

You may personally authorise the repairs if the written repair estimate is £500 or less excluding VAT.

If you choose not to use our approved repairer, you must within 30 days of the date of the incident or its discovery send us a

- i) completed accident report form
- ii) driving licence permission check. See [www.gov.uk/view-your-driving-licence](http://www.gov.uk/view-your-driving-licence)
- iii) written estimate for the repairs.





- If **we** cannot reach an agreement with **your** choice of repairer over costs, **we** reserve the right to
- a) arrange for a repairer of **our** choice to carry out the work  
or
  - b) pay **you** the amount **our** repairer would have charged less the applicable **excess(es)**.

## 2 Making a theft claim

To facilitate the speedy handling and settlement of a theft **claim**, **you** must send **us**

- i) the **vehicle** registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the finance company
- iv) the purchase receipt
- v) photographs of the **vehicle** if **you** have any
- vi) if applicable, confirmation of the registered ownership of the **vehicle's** cherished, private or personalised number plate.

All **keys** must have been received by **us** before the final settlement of the **claim**.

## How we will settle your claim

### The vehicle

If the **vehicle** is lost, stolen or damaged, **we** will, subject to the deduction of the applicable **excess(es)** and at **our** option repair, replace or reinstate

- i) the **vehicle**
- ii) its **accessories** up to a maximum of £500

or **we** may make a cash settlement but no more than the **indemnity limit** for any one **vehicle** shown in the **schedule** or, where a driver's name is shown under the young and inexperienced driver restrictions, the specific **indemnity limit** for that driver.

### Recovery and delivery

**We** will, at **our** discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

- i) protecting the **vehicle**  
and
- ii) moving the **vehicle** if it
  - a) is a **total loss**, to free and safe storage whilst our investigations are carried out  
or
  - b) cannot be driven, to the nearest approved repairer or the **trade premises**  
and
- iii) delivering it back to the **trade premises** or **home** in the **United Kingdom** once repairs have been completed.

### Work carried out by you

Where, by agreement, the work is to be carried out by **you** in **your** own repair shop or that of a business in which **you** are the owner, director or partner, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

### Work not carried out by you

Where **you** do not carry out a **vehicle** repair **we** will, if requested by **you**, pay the repairer in full subject to **you** paying **us** the relevant **excess(es)**.

### Customer vehicle settlement basis

Your legal liability to replace or repair the **vehicle** *but not its contents or for any resultant indirect loss*.

### New vehicle sales discount

Where a customer has signed a contract for the purchase of an unregistered new vehicle which then sustains damage to the extent that **you** are required to declare it to the customer, **we** will, at **our** option, pay up to £5,000 to enable **you** to complete the sale.



### Total loss settlement basis

- **New unused business and stock vehicles**  
The invoice price inclusive of all freight, delivery charges, irrecoverable VAT and motor vehicle taxes.
- **Used business and stock vehicles**  
The trade value.
- **Personally owned imported, collector, vintage, classic or cherished vehicles**  
The current market value or the agreed value shown against a specific vehicle in the schedule.
- **Other personally owned vehicles**  
The market value or the value shown in the schedule whichever is the lower.

### Disposal of permanently owned and stock vehicles following total loss

Where a claim for a permanently owned or stock vehicle is agreed on a total loss basis, the salvage becomes our property and we will arrange for its immediate disposal. If the vehicle is not classified as irreparable you may, if we agree, purchase the salvage. In the event that the claim is not covered, we will pay you the proceeds of the salvage plus any interest earned. Any cash settlement we offer will be subject to the deduction of the applicable excesses. Cover for the damaged vehicle will end from the date you accept our offer.

### Hire purchase or leasing agreements

If, to our knowledge, the vehicle does not belong to you or is the subject of a hire purchase or leasing agreement we will, in the event of a total loss, make the payment to the legal owner whose receipt will be a full and final discharge to us.

### Imported parts, accessories and in-vehicle equipment

If, following loss or damage, any replacement parts, accessories and/or in-vehicle equipment cannot be obtained in the United Kingdom, the most we will pay is the cost of comparable items which can be obtained from a United Kingdom source.

### Child car seats

We will replace any fitted child seats with new ones of the same quality if your personally owned vehicle suffers impact damage as a result of an accident.

### Keys

We will pay up to £250 per permanently owned vehicle up to a maximum of £2,500 in any one period of insurance for keys (and, if necessary, locks) lost or stolen from the trade premises or the home of the policyholder or that of an employee, director or business partner *but not*

- a) any loss or theft not reported to the police
- b) unless you can establish to our satisfaction within 48 hours of the loss that there is a definite risk of theft or appropriation of the vehicle
- c) the cost of replacing the vehicle's alarm or other security devices.

### Obsolete parts

If, following loss or damage, any replacement parts are found to be obsolete or unobtainable in the United Kingdom, the most we will pay is the cost of comparable items available from a supplier in the United Kingdom.

### In-vehicle equipment

We will, at our option, repair, replace or pay up to £1,000 or the amount shown in the schedule for any in-vehicle equipment stolen or damaged provided that

- a) in the case of theft or attempted theft, the vehicle itself has been stolen or a visible attempt has been made to steal it
- b) the most we will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- c) where there is no claim for loss of or damage to the vehicle itself, you pay the applicable excess
- d) the items are not more specifically insured.



### Signwriting

We will, if **your vehicle** sustains damage to its signwriting or is stolen and not recovered, pay up to £2,500 for restoration, repainting or new signwriting provided that

- i) where there is no **claim** for loss of or damage to the **business vehicle** itself, **you** pay the applicable **excess**
- ii) **you** alone are responsible for the signwriting costs.

### Cherished and personal number plates

In the event of a **total loss claim**, we will return the **vehicle's** personal or cherished number plate to the registered owner provided that

- i) **you** advise **us** that **you** wish **us** to do so when **you** make the **claim**
- ii) ownership is confirmed
- iii) **we** are not liable for any delay or time restraint imposed by the **DVLA** or equivalent authority.

### Optional extensions

*Your schedule will show which of these optional extensions is in force and, where applicable, the extent of cover provided.*

#### 1 Driving other vehicles

Where all **permanently owned vehicles** shown in the **schedule** have comprehensive cover (i.e. Covers A, B, C, D and E are all operative), **we** will cover **your** legal liability for loss of or damage arising from an incident involving a vehicle not insured by this **policy** whilst a driver named against this cover in the **schedule** is with the permission of the owner, personally driving or using it for social, domestic and pleasure purposes in the **United Kingdom** provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of Part A - Motor and the **policy** as a whole
- b) the borrowed vehicle is
  - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
  - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that **we** have agreed to an extended period
- c) *the borrowed vehicle is not*
  - 1 *owned by or hired to **you** under a contract of hire, hire purchase, self drive hire, credit hire or lease agreement*
  - 2 *available to you on a regular basis*
  - 3 *taken outside the **United Kingdom** without **our** written agreement*
  - 4 *a minibus, coach, quad bike or any vehicle with a gross vehicle weight over 3.5 tonnes*
  - 5 *being test driven or evaluated by you*
- d) **your permanently owned** vehicle is
  - 1 insured by this **policy**
  - 2 still owned by **you** and has not been sold or disposed of
  - 3 not the subject of a **total loss claim**

The amount **we** will pay will be limited to

- 1 the **market value** or the indemnity limit shown in the **schedule** if this is lower, less the applicable **excess(es)** provided that no indemnity is available under any other policy or
- 2 any **excess(es)** which **you** are held responsible for under the owner's or any other insurance policy

*excluding any*

- 1 **vehicle** being driven or used by a driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions which
  - i) exceeds the maximum permitted engine capacity allowed against that driver's name
  - ii) is fitted with
    - a) a turbo charger, super charger or other device designed to increase engine performance
    - b) any equipment intended to enhance the **vehicle's** performance which was not originally fitted by the manufacturer
  - iii) has an Association of British Insurers (ABI) group rating of either 15 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale)
- 2 **motorcycle** where this **policy** does not provide cover for individually specified **motorcycles** or, if there is cover, the cubic capacity limit stated in the **schedule** is exceeded.



## 2 Windscreen, sun-roof and window damage

For windscreen repairs and replacement telephone 0800 011 3677 at any time

We will pay up to the limit stated in the *schedule* in any one period of insurance for the cost of replacing or repairing

- a) damaged glass in the **vehicle's** windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass, the actual repair or replacement.

The **excess** for this extension shown in the *schedule* will not be applied if

- i) the damaged glass is repaired by our authorised supplier and/or
- ii) any other **excesses** are being applied because of more extensive damage to the **vehicle**.

In all other instances the **excess** shown in the *schedule* will be increased by £50 for a replacement or £10 for a repair carried out by any other supplier.

## 3 Loss of use of customer vehicles

We will, for loss of use resulting from a valid **claim** for loss of or damage to a **customer vehicle** for which **you** are legally liable, pay up to 10% of the **indemnity limit** for any one **vehicle** or **customer vehicle** shown in the *schedule*.

## 4 Vehicles in the custody and control of subcontractors, auctioneers and at car lots

This *policy* extends to include vehicles at

- i) **subcontractor's** premises
- ii) at car lots or auctioneers' premises in the **United Kingdom** for demonstration or sale.

## Specific additional security requirements and exclusions

*Your schedule will show which of the following specific additional security requirements and exclusions apply to this section of the policy.*

*This part of the policy does not cover theft or attempted theft of or from an unattended vehicle or trailer in transit including any plant and equipment*

### 1 Vehicle and/or trailer alarm

unless a fully functioning **alarm** is in efficient working order, has been set in its entirety and brought into operation

### 2 Vehicle immobiliser

unless a fully functioning **immobiliser** or steering lock is in efficient working order and has been brought into operation

### 3 Vehicle tracking device

unless a fully operational vehicle tracking or locating device which has been approved by **us** has been activated

### 4 Additional locks

unless the additional dead locks or steering locks approved by **us** are in use

### 5 Overnight theft requirements

between the hours of 9.00pm and 6.00am unless garaged in a locked building or secured in a locked compound

### 6 Overnight theft exclusion

between the hours of 9.00pm and 6.00am.

## Section exclusions

*This section does not cover*

- 1 Hire charges of any sort incurred by **you** whilst a **vehicle** is being repaired or treated as a **total loss** regardless of who has authorised that the **vehicle** is to be repaired or treated as a **total loss**.
- 2 If the **vehicle** has comprehensive cover **we** will refuse to take over the management of the repair or **total loss claim** if **you** elect to have the **vehicle** repaired or treated as a **total loss** by anyone except **us**.
- 3 Storage charges if, following damage, the **vehicle** is stored at the **trade premises** or on property owned and/or occupied by **you** or the **business**.
- 4 Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.



- 5 Any **indirect losses** and/or hire charges including those arising from **your** inability to use the **vehicle**.
- 6 Damage to tyres unless caused by an accident.
- 7 Frost damage to or damage caused by water freezing in the **vehicle's** heating, cooling or air conditioning system unless **you** have taken reasonable precautions which comply with the manufacturer's instructions.
- 8 Loss of or damage to **plant and equipment** insured elsewhere including under Part C – Vehicles and goods in transit.
- 9 Repairs or replacements which improve the condition of the **vehicle**, its **plant and equipment**, **accessories** and/or **in-vehicle equipment** unless **you** make a contribution towards the repair or replacement.
- 10 Theft or attempted theft of or from an **unattended vehicle** unless
  - a) reasonable precautions have been taken to protect the **vehicle** and its contents
  - b) the **keys** have been removed from the **vehicle** and are in **your** personal custody or in a locked receptacle in a secure area
  - c) all windows, doors and other openings have been closed and securely locked or fastened
  - d) the **alarms**, **immobilisers**, steering locks, tracking or locating systems are in efficient working order and have been brought into operation
  - e) **motorcycles**, **mopeds** and **quad bikes** are secured by U locks attached to ground anchors and chained together or garaged in a securely locked building
  - f) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
  - g) **you** have complied fully with all vehicle security conditions imposed by **us**
  - h) there is evidence of forcible and violent entry or exit.
- 11 Theft or attempted theft of parts, **accessories**, **in-vehicle equipment**, **tools**, associated equipment **personal effects** including, if from a motorcycle or **quad bike**, **helmets**, **leathers** and **protective clothing** unless stolen with the **vehicle** itself.
- 12 Loss or damage arising from or as a consequence of
  - a) an earthquake occurring anywhere other than in any member state of the European Union
  - b) riot and civil commotion in Northern Ireland or in any country which is not a member of the European Union or the European Economic Area unless **you** can prove to **our** satisfaction that these were not the cause of the loss or damage
  - c) fraud or deception.
- 13 Any **permanently owned vehicle** not specifically shown as insured in the **schedule**.
- 14 Any **permanently owned vehicle** or **stock vehicle** repossessed by its rightful owner including any loss or damage arising from or as a consequence of its repossession.
- 15 Loss or damage resulting from or as a consequence of
  - a) the wrong fuel being put into the **vehicle**
  - b) the **vehicle** being impounded or destroyed by an authorised authority
  - c) mechanical, electrical or computer breakdown or wear and tear.



## A - Vehicles on the road (Road risks)

Your *schedule* will show if Road Risks cover is in force and which of Covers A, B, C, D and E are operative.

### The Cover

We will pay up to the applicable **indemnity limit** shown in the **schedule** for loss of or damage to the **vehicle**, its **accessories**, **in-vehicle equipment** and parts following

- A Accidental damage *other than malicious damage, vandalism or flood*
- B Fire, lightning, self-ignition or explosion
- C Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- D Malicious damage and vandalism
- E Storm, hail or flood

### Specific condition - automatic reinstatement

The **indemnity limits** shown in the **schedule** are the maximum we will pay for any one **vehicle** or **claim** and will be automatically reinstated up to four times in any one **period of insurance**.

### Specific exclusions

*We do not provide cover for*

- 1 *loss or damage whilst the **vehicle** is stored or parked at or within 100 metres of the **trade premises** or any other premises, land used for storage or car park owned or occupied by you on a temporary or permanent basis other than **permanently owned vehicles***
- 2 *damage to tyres by the application of brakes or by punctures, cuts or bursts*
- 3 *loss or damage to any vehicle whilst being towed, lifted or transported by you or any partner, director, **employee** or person named in the **schedule** or whilst in the hands of a **subcontractor** where payment is received for such work.*

## B - Vehicles at the trade premises

Your *schedule* will show if Road Risks cover is in force and which of Covers A, B, C, D and E are operative.

### The Cover

We will pay up to the applicable **sum(s) insured** shown in the **schedule** for loss of or damage to the **vehicle**, its **accessories** and parts whilst on the **trade premises** following

- A Accidental damage *other than malicious damage, vandalism or flood*
- B Fire, lightning, self-ignition or explosion
- C Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- D Malicious damage and vandalism
- E Storm, hail or flood

### Specific conditions

#### 1 Underinsurance

If, at the time of the loss or damage, the **sum insured** shown in the **schedule** represents less than the full value of all **vehicles** on the **trade premises**, the amount we will pay will be proportionately reduced.

#### 2 Vehicle security at the trade premises

**You** must, other than whilst being worked on, secure all **vehicles** in **your** care, custody or control by

- i) removing **keys** and closing and locking all doors and openings.
- ii) storing all **vehicle keys** in a locked safe or metal cabinet securely bolted to a wall and/or the floor.

In addition, where **your schedule** shows that **you** have declared any of the following storage and parking arrangements, **you** must comply with the following additional conditions as well as any other requirements and/or variations shown in **your schedule**.

##### a) In a securely locked building

The building must be locked and all physical protections must be in full and effective operation.



**b) In a locked compound**

The compound must have a perimeter fence at least 2 metres high which is constructed of brick, permanent concrete or steel posts no more than 20cm apart or covered with welded steel mesh and all points of entry and exit must be fitted with substantial steel locking posts or steel gates and secured by close shackle padlocks.

**c) On an open forecourt**

In order to prevent access, perimeter locking posts no more than 1.25 metres apart with the bases of the posts or receiving sockets set in concrete must be installed and the locking mechanisms must be secured by close shackle padlocks.

**d) Parked within 100 metres of the trade premises**

All **vehicles** parked on a road or other area to which the public have access within 100 metres of the **trade premises** must be fully secured and any **alarms, immobilisers, steering locks** and tracking or locating devices activated.

**3 Instructions to leave customer vehicles outside the trade premises**

Where **you** have been instructed to leave a **customer vehicle** outside the **trade premises** when the **business** is closed or **unattended**, the instructions must be clearly shown on the invoice or job sheet and signed either by the customer or the customer's authorised agent.

**4 Intruder alarm**

Where an intruder alarm is installed at the **trade premises**, **you** are required to

- i) maintain the system in full working order
- ii) ensure that all detection devices and circuits are connected and are fully operational
- iii) keep in force a maintenance agreement either with the installer or, if agreed in writing by **us**, another specialist security firm
- iv) not leave the **trade premises** unattended unless the system is put into full operation
- v) notify **us**
  - a) immediately if **you**
    - 1 receive notice from the police that they may be withdrawing response to intruder alarm calls
    - 2 become aware that any part of the system is not working
  - b) before any replacement, extension or other alteration is made either to the system or to the maintenance contract.

**Specific exclusions**

*We do not provide cover for*

- 1 *loss of or damage to any **vehicle** and/or **trailer** whilst subject to the provisions of the **Road Traffic Acts** or equivalent legislation or regulation*
- 2 *any **unattended motorcycles, mopeds and quad bikes** unless secured by U bolts attached to ground anchors, securely chained together or in a securely locked building*
- 3 *loss of or damage to **customer vehicles** or **stock vehicles** stored or parked more than 100 metres away from the **trade premises** or other location stated in the **schedule***
- 4 *damage caused by the actual process of cleaning, renovation or restoration.*

**Specific extensions**

**1 Customers' property**

We will, following a valid claim resulting in loss or damage to **customers' property**, pay up to £1,000 per **customer vehicle**.

**2 Temporarily removed vehicles**

Provided that Specific Condition 2 - Vehicle security at the trade premises has been complied with, **we** will pay up to 10% of the relevant **sum insured** shown in the **schedule** for **vehicles** temporarily removed from the **trade premises** to other premises in the **United Kingdom** for

- a) cleaning, restoration, renovation, repair or similar purpose not carried out by subcontractors
- b) display at any exhibition, show or sales event

*but for no more than 14 days from the date of removal from the **trade premises** unless we agree otherwise.*



## Optional extensions

*Your schedule will show which of these optional extensions are operative.*

### **1 Vehicles in the custody and control of subcontractors**

This policy extends to include vehicles at subcontractor's premises for work to be carried out.

### **2 Irreparable vehicles awaiting collection**

If any vehicle classified as irreparable or scrap is awaiting collection from the trade premises and is damaged by fire, we will pay either the amount agreed under your salvage agreement or the scrap salvage value less the applicable excess. *Damage by any other cause is excluded.*





## GENERAL CONDITIONS

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*The following conditions apply to this **policy** as a whole except where specifically varied in any part or section. In addition some parts and sections have their own specific conditions which should be read carefully as they will affect the cover provided particularly with regard to the cancellation of this **policy**.*

### 1 Claims notification and management

**You** must, when an incident occurs which may result in a **claim**

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations regardless of whether or not **you** are responsible
- ii) unless a different notification period is stated in the **schedule**, within 24 hours of discovery tell the police about all incidents of **injury**, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and obtain a crime reference number which must be submitted to **us**
- iii) within 48 hours of the incident, provide **us** with all "black box", camera and telematics records, footage and/or memory cards
- iv) not admit to, negotiate any payment, settle or refuse any **claim** without **our** written consent
- v) notify **us** in writing immediately if **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vii) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity
- viii) at **your** own expense, provide all other details, information and evidence **we** may require.

### 2 Late reporting of claims

All incidents which may give rise to a **claim** for compensation from third parties not advised to **us** within 14 days of the occurrence or discovery or any more specific period stated in the **schedule** are deemed late notification. Therefore, if **we** have to pay increased compensation and/or costs due to **our** obligations under the **Road Traffic Acts**, **we** may

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 11 – Cancellation on page 29.

In addition, your **claim** for damage to the **vehicle** may be prejudiced and **you** may forfeit any accrued no claim bonus

### 3 Conduct of claims

**We** are, for any **claim** under this **policy**, entitled to

- i) conduct, defend or settle any **claim** in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any **claim**
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the **claim** and any matter connected with it
- v) co-operation from **you** and/or **your family** and anyone else entitled to indemnity under this **policy**.



#### 4 Misleading or fraudulent claims, statements and information

We have the right to refuse to pay a claim, cancel or avoid this policy and retain any premium paid if any

- i) **claim** or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) documents given to **us** are false, forged or stolen
- iii) information given to **us** is inaccurate or falsified
- iv) **claim** details and/or **essential information** given to **us** is inaccurate, falsified, misrepresented or has been withheld.

We may, in addition

- a) cancel all other policies **you** have with **us**
- b) retain any premiums **you** have paid
- c) seek to recover from **you** any costs **we** have incurred.

#### 5 Your duty of care

You must

- i) take all reasonable steps to
  - a) prevent loss, **damage**, malicious **damage**, vandalism, accident, death and/or **injury**
  - b) maintain **vehicles** and **trailers** in an efficient and roadworthy condition and allow **us** access to examine them at any reasonable time
  - c) protect and keep safe and secure all **vehicles**, **trailers** and other insured property and allow **us** to examine them at any reasonable time
  - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
  - e) keep accurate and complete records of all purchases and sales
- ii) not leave keys, fobs or transmitters in or on any **unattended vehicle** or **trailer**
- iii) maintain all plant, tools and equipment in good condition and in accordance with manufacturers' instructions.

If the condition of a **vehicle** causes or contributes to an accident cover will be restricted to our liability under the **Road Traffic Acts**. We reserve the right to recover any costs from **you**, the driver or any other party who may have affected the condition of the **vehicle**.

#### 6 Cessation of cover

All cover under this **policy** will end immediately if

- i) **your** interest in the **business** ceases, other than by will or operation of law
- ii) the **business** is wound up, dissolved, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- iii) **you** have been declared bankrupt, have entered into an Individual Voluntary Arrangement (IVA) or are disqualified from acting as a company director for any period of time.

#### 7 Notifying changes and non-compliance

You must notify **us** in writing within 14 days of

- i) any changes to
  - a) the **essential information** given to **us** which may affect this insurance (see Supplying information and making changes on page 34 for examples)
  - b) the use(s) of the **vehicle(s)** and/or **trade premises**

and/or

- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Should **we** become aware of any change or non-compliance which may affect this insurance, **we** reserve the right to

- cancel **your policy** and refuse to pay any **claim**  
and/or
- refuse to pay a **claim** (in part or in full)  
and/or
- revise the premium and/or change an **excess**  
and/or
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 11 - Cancellation on page 29.



## 8 Your duties and obligations

*No claim will be met* if you have breached any of the conditions, requirements and precautions listed below where it can be shown that the breach *directly caused or contributed to the event giving rise to the claim*

### A – Vehicle and trailer “black box”, CCTV and telematics

Where **your schedule** shows that **you** are required to or have elected to have a “black box”, camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle** and/or **trailer**, **you** must

- i) ensure that these
  - a) have been installed and are being used in accordance with manufacturers’ requirements and instructions for their correct operation
  - b) have their functionality checked in accordance with the manufacturers’ recommendations and at least annually
  - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours of any incident or event which may give rise to a **claim**, provide **us** with all records, footage and/or memory cards relating to it.

### B – Shared premises and changes in occupation

Where the **trade premises** are shared, **you** must notify **us** in writing as soon as is practicable any changes are made to the

- i) occupancy of any part of the **trade premises**
- ii) the types of business and the processes being carried out.

### C – Minimum security precautions

**You** must ensure that the minimum security precautions listed below and any others **we** require **you** to implement are in place and fully operational at the **trade premises** whenever unattended and out of **business hours**

- i) all external doors must be fitted with and secured
  - a) by a 5 lever mortice deadlock and box striking plate conforming to BS3621
  - b) by a 5 (or more) pin closed shackle padlock and locking bar
  - c) for aluminium or UPVC doors, by an integral cylinder operated swing bolt mortice lock
  - d) for double leaf doors, the first closing leaf by key operated locks or bolts top and bottom in addition to an appropriate locking mechanism
  - e) for outward opening doors, by hinge bolts in addition to an appropriate locking mechanism or by an alternative form of lock or locking system which provides a level and degree of security at least equal to the precautions specified above approved by **us**
- ii) all accessible windows, fanlights and skylights
  - a) must be fitted with and secured by key operated window locks or be protected by solid steel bars of not less than 2cm diameter, not more than 12.5cm apart and securely grouted into the brickwork or masonry surrounding the window
  - b) if louvred, must have the louvres permanently fixed in place.

### D – Intruder alarm and CCTV systems at the trade premises

Where an intruder alarm and/or CCTV recording system is installed at the **trade premises**, **you** are required to

- i) maintain the systems in full working order
- ii) put the intruder alarm into full operation whenever the **trade premises** are **unattended**
- iii) ensure that the CCTV recording system, if any, is fully functional and activated at all times
- iv) keep in force a maintenance agreement either with the installer or, if agreed by **us** in writing, another specialist security firm
- v) notify the maintenance company immediately if **you** become aware of defects in any part of the system and ensure that these are promptly remedied
- vi) notify **us**
  - a) immediately if **you**
    - 1 receive notice from the police that they may be withdrawing response to intruder alarm calls
    - 2 become aware that any part of the system is not working
  - b) before any replacement, extension or other alteration is made either to the system or to the maintenance contract
- vii) on request, immediately provide **us** with all records and/or footage relating to any incident which may give rise to a **claim**.



### E – Electrical wiring

**You** must ensure that the **trade premises** have a current Electrical Wiring Certificate and that all urgent remedial work or corrective action is carried out immediately.

### F – Automatic fire alarm

Where an automatic fire alarm has been installed at the **trade premises**, **you** must ensure that

- i) all testing and checking requirements referred to in the completion certificate are carried out when required and that any defect found is remedied immediately
- ii) the maintenance procedures specified by the equipment manufacturers are carried out
- iii) **we** are notified immediately of any failure of the automatic fire alarm installation which is likely to leave any area unprotected for twelve or more hours
- iv) full records are kept of all alarm faults, tests, maintenance, disconnections and other incidents and that these are available for examination by **us**
- v) **you** notify **us** immediately if the system is permanently removed, dismantled or no longer used.

### G – Fire extinguishers, break doors and shutters

**You** must ensure that

- i) there are a sufficient number of suitable types and sizes of fire extinguishing appliances in all parts of the **trade premises**
- ii) all fire extinguishing appliances
  - a) are serviced annually by a company registered by the British Approvals for Fire Equipment (BAFE)
  - b) are promptly repaired if found to be faulty or defective in a routine inspection
  - c) are recharged according to the manufacturer's instructions following every use whether fully discharged or not
- iii) all fire break doors and shutters are maintained in efficient working order and, outside of **business hours**, are kept closed and all protection systems activated
- iv) **we** are advised of any alterations made to fire protections at the **trade premises**.

However this **policy** will not be invalidated if a defect which was unknown to **you** or beyond **your** control causes **damage** to the insured property.

### H – Sprinkler maintenance

Where an automatic sprinkler system is installed at the **trade premises**, the premium **you** pay has been calculated accordingly. **You** are therefore required to

- i) take all reasonable steps to prevent frost and other **damage**
- ii) maintain or ensure that the installation, including the external alarm signal, is in efficient working condition throughout the **period of insurance**
- iii) make a weekly test to ensure that the alarm is in working order and that the stop valves controlling the individual water supplies and the installation are fully open
- iv) if required by **us** to do so, make quarterly or half yearly tests to ascertain that each water supply is in order
- v) make any further tests and inspections of the equipment installed as and when required by **us**
- vi) record the particulars of each test and promptly remedy any defects that are found
- vii) notify **us** immediately if the water supplies are turned off or the sprinkler installation is rendered inoperative from any cause
- viii) give **us** advance written notice and obtain **our** written agreement before any changes, repairs or alterations are made
- ix) when requested by **us**, give reasonable access to the **trade premises** to inspect the system
- x) if **we** notify **you** that defects in the construction or condition of the system require alterations or repairs to be carried out, **we** may at **our** option, advise **you** in writing that cover will be suspended until these have been carried out and **we** have approved them.

### I – Storage and removal of waste

**You** must ensure that

- i) during working hours oily and/or greasy waste and used cleaning cloths are put into closed metal bins with metal lids
- ii) all other combustible waste including food packaging, is swept up each day and put into closed metal bins with metal lids
- iii) all containers are removed from the buildings of the **trade premises** at the end of each working day
- iv) all waste is securely stored away from the walls of the buildings and removed from the **trade premises** at least once a week.



### J – Storage of gas cylinders

If the work **you** undertake involves the use of gas cylinders at the **trade premises**, *no claim will be met* unless **you** comply with the following requirements

- i) when not in use, in a locked, dry and well ventilated designated area
  - a) preferably outside but, if inside, in a building not used for any other purpose
  - b) free from sources of ignition
  - c) not vulnerable to impact risks
  - d) with closed valves and, where provided, dust caps in place
- ii) in a vertical position unless specifically designed to be used otherwise
- iii) if empty, separately from full cylinders
- iv) firmly secured to prevent toppling.

In addition, **you** must ensure that the cylinders are

- 1 properly marked to show what they contain and the hazards associated with their contents
- 2 inspected for signs of obvious **damage** before each use
- 3 examined and tested at specified intervals by the appropriate inspection body, in accordance with relevant regulations and permanently marked by that inspection body to show the date of the last periodic examination.

### K – Application of heat at the trade premises

If the work **you** undertake involves the use of gas or electric welding and cutting equipment, blow lamps, blow torches or similar equipment, *no claim will be met* unless the following requirements have been complied with every time heat is applied.

- i) **Before starting work**
  - a) **you** must be, or appoint an **employee** to be, responsible for fire safety and for ensuring that all necessary precautions are taken
  - b) **you** must ensure that the area of the **trade premises** selected for the work to be carried out is of non combustible construction, that all combustible materials have been moved to a distance of at least 6 metres from where work will be carried out and that the only gas cylinders present are necessary for the job in hand
  - c) all spare gas cylinders are securely stored outside the buildings
  - d) **you** must ensure that combustible materials are not in danger of ignition either directly or indirectly by conducted heat and that combustible materials which cannot be moved are covered and fully protected by overlapping sheets or screens of non-combustible material
  - e) all welding and cutting equipment must be in a safe serviceable condition, have been checked on a regular basis in accordance with the manufacturers' recommendations and the connections and pressure settings checked immediately before use
  - f) all combustible or flammable material, electric wiring and fuel feed pipes must be located and removed to at least 40 centimetres from the point of the application of the heat and from any secondary areas affected by heat on the subject vehicles regardless of any intervening bodywork or panels
  - g) fuel tanks must be drained and removed from any vehicle if the point of the application of the heat is within 40 centimetres of the tank or any fuel feed pipes
  - h) fuel from the drained fuel tanks must be kept in non-combustible containers which, together with the drained tanks, are removed from the buildings and kept within a designated safe area on the site
  - i) batteries must be disconnected and any battery within 40 centimetres of the point of the application of the heat removed from the vehicle.
- ii) **Whilst the work is in progress**
  - a) unless **you** are a sole trader and have no-one to assist **you**, **you** must arrange for a person to be alongside the operative when using the equipment to see that there is no outbreak of fire
  - b) at least one 5kg CO<sub>2</sub> fire extinguisher is within immediate reach of the point of the application of the heat
  - c) the igniting of all such equipment must be carried out strictly in accordance with the manufacturer's instructions and lighted equipment must not be left unattended.



### iii) When the work is finished

in order to ensure that there is no risk of fire after the application of heat, **you** must immediately on completion of each period of work and then again after 30 and 60 minutes

- a) undertake a thorough examination of the area in which the work was carried out including
  - 1 the immediate vicinity i.e. within a radius of 15 metres
  - 2 the other side of any wall or partition
- b) examine the **vehicle** or property worked upon to ensure there is no possibility of an outbreak of fire.

### L – Spray painting

If the work **you** undertake involves paint spraying at the **trade premises**, *no claim will be met* unless **you** comply with the following requirements.

- i) All spray painting, other than the use of aerosol cans used for touching up, must be carried out in a booth or other designated area.
- ii) **You** must ensure that
  - a) each booth or designated area
    - 1 is equipped with a fan which exhausts to the open and which is always in operation whilst spraying is in progress and for at least 15 minutes after spraying has ceased
    - 2 has its electric lighting provided either from outside the booth area or, if in it, behind sealed wired glass panels, flameproof or another type of lighting approved by **us**
    - 3 has no electric switches or fuse boxes unless these are flameproof
    - 4 is cleaned in accordance with written procedures which must include the regular cleaning of extraction filters and ducts
  - b) each person spraying is provided with and uses appropriate safety equipment and protective clothing
  - c) all portable electrical equipment is removed from the booth or designated area when spraying is carried out.
- iii) Heating systems must be fixed or, if there is an alternative system in place, it must be agreed by **us**.
- iv) No smoking or use of naked lights is permitted.
- v) Only the paint actually in use is kept in the booth or designated area and all other stocks of paints and thinners are kept in a special paint store in sealed cans.

### M – Working on tankers

**You** must ensure, before taking charge of any **tanker** for maintenance, repair, modification, extension, restructuring, demolition or cleaning, that the **tanker** has been made safe by adequate cleaning in order to eliminate any residual dangerous substances and to prevent any occurrence of explosive atmospheres as outlined in Regulation 6 of Dangerous Substances and Explosive Atmosphere Regulations 2002 (DSEAR) and in the Carriage of Dangerous Goods by Road Regulations 1996 or any subsequent or amending legislation or imposed regulation.

## 9 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Clegg Gifford**, its associated companies and agents, by participating **insurers** and suppliers and **your** insurance broker, disclosed to regulatory bodies for monitoring and/or enforcing the **insurers'** compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further details, see Data protection – information uses on page 35.)



## 10 Cooling off period

We hope you are happy with your policy but if you are not and decide not to proceed, you have 14 days from the date you receive your policy to cancel. Any refund given will be subject to the payment of the premium for the period that cover has been in force. If a claim has been made or an incident which may give rise to a claim has occurred, the full annual premium remains payable and no refund will be allowed.

## 11 Cancellation

This policy or any part or section of the policy may be cancelled by you or us

### Cancellation by you

You may cancel by giving us written instructions.

#### Motor

As set out in the table below, you may be entitled to a refund of a portion of the premium depending on the number of months the policy was in force.

Months covered	1	2	3	4	5	6	6+
% annual premium used	25%	37.5%	50%	62.5%	75%	87.5%	100%
% refund payable	75%	62.5%	50%	37.5%	25%	12.5%	Nil

### Cancellation by us

We may cancel

- i) by sending you 7 days notice by recorded delivery letter to your last known address or
- ii) if you pay your premium in instalments by any kind of deferred payment scheme and fail to make a payment when it is due.

If you pay your premium

#### Annually

you may be entitled to a refund of premium as set out above.

#### In instalments

failure to pay an instalment under a deferred payment scheme may result in immediate cancellation of the policy and we will stop collecting your instalments but may exercise our right to collect the balance of the outstanding premium as set out in the relevant parts and sections of this policy.

In all instances a refund will not be payable

- a) if a claim has been made or there has been an incident which may give rise to a claim
- b) if the period of insurance is less than 12 months.

### Important note

In accordance with The Motor Vehicles (Electronic Communication of Certificates of Insurance) Order 2010, you may cancel the policy by sending a formal electronic notice to confirm the date and time your cover ceased (which must be on or after the date of notification) to

motortrade@cginurance.com

Alternatively you may post a letter confirming the date and time that cover ceased to Policy Cancellations, Underwriting Department, Clegg Gifford & Co Limited, 7 Eastern Road, Romford, RM1 3NH.

## 12 Monthly premiums

Where you pay monthly premiums you will be provided with one month's cover for each monthly premium paid during the period of insurance. You must pay each premium when it is due otherwise we will cancel this policy from that date.

## 13 Other insurances

If at the time a claim is made under this policy there is another insurance in force that would cover the same damage or liability we will, unless specifically varied elsewhere in this policy, only pay the amount you cannot recover from the other insurance and no more than the sums insured or specific limits stated in the policy and/or schedule.



## 14 Policy charges

If you make any alterations to this **policy**, request a duplicate **certificate of motor insurance** or if you cancel the **policy** during the **period of insurance**, we may levy a **policy charge** of £35 plus IPT per amendment or copy.

## 15 Rights of recovery

If the law of any country in which this **policy** operates obliges us to pay a **claim** which we would not otherwise have paid, we may recover this amount from you or the person who incurred the liability.

## 16 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **policyholder** in this **policy** has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this **policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 17 Governing law

You and we are free to choose the law applicable to this **policy** but, in the absence of any written agreement to the contrary, the **policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

## 18 Acts of Parliament

All Acts of Parliament and regulations referred to in this **policy** include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

## 19 Jurisdiction

This **policy** is subject to the exclusive jurisdiction of the English courts.

## 20 Disagreements and disputes

### Amount of claim

Where we have accepted a **claim** but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions or, if applicable, to the Financial Ombudsman Service. When this happens, an award must be made before proceedings can be started against us.

### Other disputes

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the English courts.

### Complaints

See page 37 for the full complaints procedure.





## GENERAL EXCLUSIONS

*The following exclusions apply to this **policy** as a whole except where these are varied specifically. In addition, each part and section has its own specific exclusions.*

*This policy does not cover*

### 1 War risks and terrorism

*Death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from any*

- i) consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or*
- ii) act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or*
- iii) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.*

However, **we** will provide cover to meet the minimum requirements of any relevant law including current Road Traffic legislation.

If **we** allege that any loss, damage, cost, expense, **indirect loss** or legal liability is not covered by this **policy**, the burden of proving to the contrary will be **yours**. Additionally, if any part of this General exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

### 2 Radioactive contamination

*Injury, disablement, loss or damage to any property or any resulting loss, expense, indirect loss or legal liability directly or indirectly caused by, contributed to by or arising from*

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel*
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.*

### 3 Pollution

*Death, injury, loss, damage, indirect loss or legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour, or gas including from volcanic eruption clouds other than as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance** but not*

- i) in the United States of America or Canada*
- ii) any discharge or leak caused by a failure to maintain or repair all or part of the insured property.*

### 4 Computer virus

*Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.*

### 5 Electronic equipment failure

Unless specifically covered elsewhere in this **policy**, any loss, damage, **indirect loss** or legal liability arising directly or indirectly from the failure of any

- i) electronic and **computer equipment**, system or software*
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip*

*to recognise, accept, interpret, respond to or process any data or instruction.*

Any subsequent loss, damage, **indirect loss** or legal liability that is covered by this **policy** is, however, insured.



## 6 Portable heating

Unless specifically agreed by us in writing and shown in the **schedule**, any death, injury, loss, damage, cost, expense, **indirect loss** or legal liability arising directly or indirectly from the use of electric fans, LPG, oil, paraffin fuelled and/or other portable heaters other than in the office or canteen areas of the **trade premises**.

## 7 Faulty workmanship or design

Except as allowed for elsewhere in any part or section of this **policy**, any death, injury, loss, damage, cost, expense, **indirect loss** or legal liability caused by or resulting from faulty or defective workmanship, misapplication of tools, defective design or the use of defective materials including any resultant diminution in value.

## 8 Vehicles being worked on

Loss or damage to any **vehicle**, its accessories and in-vehicle equipment whilst being worked on or directly resulting from such work unless stated otherwise in your **schedule**.

## 9 Government financial sanctions

Any indemnity, payment or other benefit where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance**, we may cancel this **policy** immediately by recorded delivery letter to the correspondence address shown in the **schedule**. You will be entitled to a pro-rata refund of premium *but not if during the current period of insurance you have made a claim or an incident has occurred which may give rise to a claim*.

## 10 Indirect losses

**Indirect losses** of any kind including but not limited to

- a) those experienced by **you** or any other party and/or depreciation in the value of a **vehicle** by virtue of the fact that it has suffered damage
  - b) hire charges for a replacement **vehicle** incurred by a customer whose **vehicle** has been damaged whilst in **your** custody or control
- except as specifically covered elsewhere in this **policy**.

## 11 Vehicle and trailer exclusions

Any loss, damage, legal liability, death, injury, cost, expense or **indirect loss** except as required to meet the minimum requirements of the relevant law applicable to the driving of vehicles and/or specifically allowed for in this **policy** or more specifically insured elsewhere, arising from

- i) the ownership, operation and/or use of a **minibus**, **coach** or **tanker** by the **business**
- ii) the **vehicle** being driven by any person who **we** are satisfied was, at the time, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or the manufacturer has advised that the ability to drive may be impaired
- iii) any act of
  - a) actual or attempted suicide
  - b) wilful, deliberate, malicious or criminal damage or **injury** (including but not limited to **road rage**) committed by **you** and/or any passenger in the **vehicle**
  - c) theft or attempted theft (including from an **unattended vehicle** and/or **trailer**) committed by a person with authorised access to the **vehicle** and/or **trailer** keys
- iv) the use of the **vehicle** and any **trailer** (whether attached or not)
  - a) airside including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access
  - b) within any power station, nuclear installation or establishment; refinery, bulk storage or production premises in the oil, gas or chemical industries
- v) any **vehicle** or **trailer**
  - a) and/or its load not complying with applicable legislation or regulation
  - b) being used to carry a load heavier than it is constructed to carry and/or over its specified maximum capacity and/or an unstable or insecure load
- vi) the carriage of **dangerous goods**
- vii) the loading and unloading of the **vehicle** and/or **trailer** other than on a road or area to which the public have access by anyone apart from the driver, assistant and/or attendant



- viii) *the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes*
- ix) **your** failure to use all reasonable means to safeguard **your vehicle, trailer and your passengers** at all times.

## 12 Other exclusions

- i) Any deliberate act including theft, attempted theft or any malicious act by **you, your family**, work colleagues, tenants, licensees, occupants sharing the **trade premises**, current and ex-**employees, subcontractors**, business partners or directors other than theft or attempted theft where forcible and violent means are used to gain entry or exit.
- ii) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances resulting
  - a) in confiscation, requisition or destruction by any government or public authority
  - b) from total or partial cessation of work.
- iii) Loss, damage or legal liability caused by or resulting from
  - a) **your** failure to use all reasonable means to safeguard **your** property or that in your custody or control at all times
  - b) the application of heat and/or paint spraying unless shown in the **schedule** as covered
  - c) deception including by purported purchasers, hirers or their agents or whilst the **vehicle** is being demonstrated other than by any person using deception to gain entry to the **trade premises** or the **home**
  - d) **you** voluntarily parting with title or possession if induced to do so by any fraudulent scheme, trick, device or false pretence
  - e) pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- iv) Loss or damage caused by or resulting from
  - a) contamination, deterioration, corrosion, dust, rust, wet or dry rot, dampness, dryness, mildew, leakage, evaporation, shrinking, change in temperature, colour, flavour, texture or finish, vibration, denting, scratching, marring or bruising
  - b) normal wear and tear, inherent vice, latent or hidden defect, any gradually operating cause, frost or solely from a change in the water table level
  - c) normal upkeep or making good and/or the actual process of cleaning or restoring the insured property
  - d) faulty or defective workmanship, operational error or omission by **you** or any of **your employees**
  - e) moth, vermin, termites or other insects
  - f) mechanical, electrical or computer breakdown, fault or failure unless caused by external means
  - g) theft or attempted theft unless
    - 1 there is visible evidence of forcible and violent entry or exit
    - 2 you have been held up or violence has been threatened against you.
- v) Inventory shortages or unexplained disappearances not discovered immediately.
- vi) Loss or damage which occurred or which was known to **you** before the inception of this **policy**.
- vii) Loss or damage for which compensation will be provided or, but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.
- viii) Legal liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.
- ix) VAT that can be recovered elsewhere.
- x) Any person or property covered by any other insurance.
- xi) Loss or damage arising from confiscation, requisition or destruction by or under the order of any government, public or local authority.
- xii) Loss, damage, legal liability, death, **injury**, cost, expense or **indirect loss** arising from any steam driven vehicle, aircraft, hovercraft, watercraft, trolley-bus, tram or other vehicle on rails unless specifically allowed for in this **policy** or shown in **your schedule** to be included.
- xiii) Fines, penalties and/or punitive, aggravated, restitutionary, exemplary or liquidated damages and/or any additional damages resulting from the multiplication of compensatory damages.



## IMPORTANT INFORMATION – PLEASE READ

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We strongly recommend that you keep a record of all information given to us and your broker or agent including details of telephone calls, copies of all letters, emails, the statement of fact and any supplementary forms. Additional policy documents can be downloaded from our website [www.cginsurance.com](http://www.cginsurance.com). If you require your documentation in an alternative format such as large print, please contact us, your broker or agent.

To ensure we maintain a high quality of service, we may monitor or record telephone calls.

For your policy to operate fully you **MUST**, at all times, comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the specific and general conditions as well as the exclusions to ensure that you can comply with all our requirements. Please note that, in some instances, other more specific terms, limitations, conditions, exclusions and excesses may be imposed.

It is a requirement of this policy that you are able to provide sufficient information to substantiate any claim you make. Failure to do so may delay or prejudice your claim.

## SUPPLYING ESSENTIAL INFORMATION AND MAKING CHANGES

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You must provide all essential information which may affect this policy after its commencement and at renewal. Essential information is defined in the policy as “All information and any particular circumstances which would influence Clegg Gifford’s decision on behalf of the Insurer(s) to provide or restrict cover and to set the level of premium and excess(es)”. If you are not sure whether something is important or relevant, please tell us anyway as failure to do so may result in Clegg Gifford on behalf of the insurer(s)

- cancelling your policy and/or refusing to pay any claim or
- not paying a claim in full or
- revising the premium and/or changing an excess or
- revising the extent of cover provided or the terms, conditions or exclusions of this policy.

Here are some examples of changes we should be told about

- details of any incident, accident, loss or injury, whether or not you make a claim
- changes to home and/or trading addresses
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- changes to your business activities
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- for personally owned vehicles and business vehicles and if applicable stock vehicles
  - additions or disposals
  - the purpose for which the vehicle is used
  - the person who uses the vehicle most
  - any alterations or adaptations which make any vehicle different from the manufacturer’s standard specification regardless of whether the changes are mechanical or cosmetic
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- whether you or any other person allowed to drive the vehicle suffers from a physical infirmity, diabetes, epilepsy, a heart condition or any other chronic condition which requires the licensing authority to be notified
- any County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, criminal convictions, charges, Individual Voluntary Arrangement (IVA), bankruptcy or insolvency against you, a partner or director of the business or any person allowed to drive the vehicles



- you or any person insured by this policy being disqualified from acting as a company director for any period of time
- changes to, problems with or the suspension of fire, security measures or other protections at the trade premises particularly if these are not operational for any reason
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- alterations, extensions or improvements to the premises.

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain insurance.

## DATA PROTECTION – INFORMATION USES

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For the purposes of the Data Protection Act 1998 and any subsequent or amending legislation, Clegg Gifford & Co Limited (Clegg Gifford) is the Data Controller for any personal data you supply. You may, with limited exceptions, access and, if necessary, have corrected the personal data held about you. Should you wish to have such access, please write to

The Compliance Officer, Clegg Gifford & Co Limited,  
7 Eastern Road, Romford, Essex RM1 3NH.

We will, on request, supply details of the databases, registers and agencies to which we contribute or access.

The fact that this policy is operative signifies your consent to your information and that of anyone insured by this policy being used in the ways detailed below. More information about data protection can be found on the Information Commissioner's Office website on [www.ico.gov.uk](http://www.ico.gov.uk).

### **Sensitive data**

Clegg Gifford as well as other participating insurers and suppliers may need to collect data which the Data Protection Act defines as "sensitive" such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

### **Motor Insurance Database**

It is a legal requirement that details and registrations of the vehicles you own are added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVA, the Insurance Fraud Bureau, for electronic vehicle licensing, Continuous Insurance Enforcement for the purpose of preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services.

Insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad. Additionally, anyone with a valid claim following a road traffic accident, including citizens of other countries, may also obtain relevant information which is held on the MID. For more information contact us or visit the Motor Insurance Database section of the MIB website on [www.mib.org.uk](http://www.mib.org.uk).

### **Driving licence information**

To help both you and us to ensure that you have provided accurate driving licence information, we are able to access information directly from the DVLA to confirm each named driver's licence

### **Marketing**

Clegg Gifford, its associated companies and agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to

The Marketing Department, Clegg Gifford & Co Ltd  
7 Eastern Road, Romford, Essex, RM1 3NH.



### **Administration, management and regulatory compliance**

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Clegg Gifford, its associated companies and agents, by other participating insurers, suppliers and your insurance broker or agent
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- provided to, shared with and checked against various databases (including the No Claims Discount Database), the DVLA, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew or amend this insurance or make a claim.

We may, in addition, contact you by text or email regarding claims, payment defaults and policy administration.

### **Fraud detection and prevention**

Clegg Gifford and participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) managed by Insurance Database Services Limited (IDSL) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI)
- provide the DVLA or, where applicable, the DVA with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

## **MOTOR INSURANCE DATABASE DISCLOSURE**

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You are required to comply with the regulations relating to the MID for DVLA and DVA registered vehicles. It is therefore your responsibility to ensure that the MID is kept fully up to date. This means that the vehicles to be insured must be advised to and accepted by us. The vehicle details provided will be recorded on the MID.

If the vehicle's registration number is not shown correctly on your policy documents or you cannot find your vehicle on the MID, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including points being added to your driving licence. You can check that your correct registration number is shown on the MID at [www.askMID.com](http://www.askMID.com).

As you are obligated to advise every person who will be insured by the policy of these requirements, we strongly recommend that you keep a copy of the statement of fact and any supplementary questionnaires and show them to everyone who will be entitled to drive.



## THE CLEGG GIFFORD COMPLAINTS PROCEDURE

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We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you.

The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly.

### **How to make a complaint:**

Please contact us on: **01708 729 500**.

Alternatively, you can contact the Complaints Manager as follows:

#### **By post:**

Complaints Manager  
Clegg Gifford & Co Limited,  
7 Eastern Road, Romford, Essex RM1 3NH

#### **By email:**

compliance@cginsurance.com

Please remember to include your name, the name of the policyholder as shown on the current policy schedule and the policy and/or claim numbers in all communications.

#### **Verbal complaints**

Should you telephone us to make a complaint; we will aim to resolve the complaint to your satisfaction within three Business Days (business days are Monday to Friday, excluding bank/public holidays). If we are unable to resolve the complaint within this time period, the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your verbal complaint.

#### **Written complaints**

If you complain in writing, we will upon receipt; acknowledge the complaint within five Business Days and review the matter. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your written complaint.

#### **Final response letter**

This will summarise the complaint, detail our findings and explain the decision we have made.

If we are unable to issue a final response letter within eight weeks of the date you made your verbal or written complaint, we will contact you to give reasons for the delay and indicate when we expect to issue it.

#### **If you remain dissatisfied**

If after eight weeks of making the complaint you have not received a final response, or are unhappy with the decision, you can ask the Financial Ombudsman Service to review the matter. They can be contacted using the details below:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Telephone from landline: 0800 023 4567.  
Telephone from mobile: 0300 123 9123.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Note:** We would recommend that you check the Financial Ombudsman Service website to ensure that your complaint is eligible for review by them.

If you have purchased one of our products online, you may submit details of your complaint via the European Online Dispute (EOD) platform. The complaint will be forwarded to the Financial Ombudsman Service. The EOD platform's website address is as follows:

(<http://ec.europa.eu/odr>).



## FINANCIAL SERVICES COMPENSATION SCHEME

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The Participating insurers are covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to

The Financial Services Compensation Scheme,  
PO Box 300, Mitcheldean, GL17 1DY.  
Tel: 0800 678 110 or 0207 741 4100.



# CLEGG GIFFORD

STRONG INSURANCE FOR A TURBULENT WORLD

INSURANCE BROKERS

Clegg Gifford & Co Limited  
7 Eastern Road, Romford, Essex, RM1 3NH  
Telephone: 01708 729 500  
Email: [info@cginsurance.com](mailto:info@cginsurance.com)  
Web: [www.cginsurance.com](http://www.cginsurance.com)

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