

CLEGG GIFFORD

STRONG INSURANCE FOR A TURBULENT WORLD

INSURANCE BROKERS

The Motor Trader (Road Risks only) Policy Summary





THE MOTOR TRADER (Road Risks only) POLICY SUMMARY

Clegg Gifford as the coverholder acts as agents for the Underwriter in performing its duties under the agreement.

The Motor Trader policy is suitable for sole traders, partnerships and companies operating on a full or part time basis. The policy provides protection against damage to their own and customers' vehicles and property and potential legal liabilities to third parties and employees. The policy is arranged in such a way as to enable the cover to be tailored to the specific needs of your business. Policies are normally of 12 months duration but shorter periods may be agreed.

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® The following is a summary only. For full details of the policy terms, conditions and exclusions, please refer to the policy wording which is a legal document. You may download a copy from www.cginsurance.com or request a copy from your broker, agent or us. To ensure that your policy meets your specific needs, it is essential that you take the time to read your policy document in conjunction with your schedule and certificate of motor insurance.

PRINCIPAL POLICY EXCLUSIONS, CONDITIONS AND LIMITATIONS

| | |
|---|--|
| <ul style="list-style-type: none"> - Excluding war risks, terrorism, radioactive contamination, pollution, computer virus, electronic equipment failure; the use of portable heating other than in the office and canteen areas of the premises without our written agreement; faulty or defective workmanship or design; unless specifically included, vehicles being worked on. - Any deliberate, criminal or malicious act by persons associated with the policyholder including theft or attempted theft. - Loss, damage or legal liability caused by failure to safeguard your property at all times; application of heat or paint spraying unless specifically covered; deception; normal wear and tear, vermin and insects, mechanical, electrical or computer breakdown; pressure waves. - Late notification of claims; misleading or fraudulent claims, statements and information; notifying changes and non-compliance. - Your failure to comply fully with the conditions relating to waste removal, storage of gas cylinders, welding, spray painting, telematics and cameras and other conditions relating more specifically to your business. | <p>General exclusions 1, 2, 3, 4, 5, 6, 7 and 8</p> <p>12 i)</p> <p>12 iii) a), b), c), d) and e) iv) b) e) and f</p> <p>General conditions 2, 4 and 7</p> <p>8 a) to m)</p> |
|---|--|

MOTOR

Cover is available for vehicles whilst being driven on the road, parked in the course of a journey and whilst on the trade premises. It allows eligible drivers to drive any motor vehicle for motor trade purposes. Permanently owned business and personal vehicles may be driven for social domestic and pleasure purposes provided they are registered on the Motor insurance Database and the relevant cover is in force for each driver. The policy limits of indemnity and sums insured may be varied to suit the individual requirements of the business.

| Driver and use options | Motor trade use | Social, domestic and pleasure use | Non motor trade activities |
|---|-----------------|-----------------------------------|----------------------------|
| Named drivers | Included | Optional | Optional |
| Any employee (age limits, restrictions, experience requirements and higher excesses may apply) | Optional | Optional | Optional |
| Driving other vehicles - social, domestic and (pleasure use in United Kingdom only) | Not applicable | Optional | Not applicable |
| Specified trade plates | Included | Not allowed by law | Not allowed by law |
| Demonstration - driving by unnamed prospective purchasers | Optional | Not applicable | Not applicable |
| Customers driving loan vehicles | Optional | Optional | Optional |
| European and foreign use of business and personally owned vehicles. <i>Questionnaire to be completed. No cover is available for stock and customer vehicles.</i> | Optional | Optional | Optional |



| Vehicles covered and limitations applied | Standard | Optional covers |
|--|-----------------------------------|---|
| Steam driven vehicles | Excluded | No cover available |
| Vehicle transporters inclusive of trailers | Maximum 2 vehicle capacity | Vehicle capacity may be increased if required |
| Vehicles owned by named directors, business partners and spouses | Included if not insured elsewhere | Those owned by employees and named drivers may be included if not insured elsewhere |
| Commercial vehicles | Up to 3.5 tonnes | May be increased if required |
| Minibuses, coaches and tankers | Excluded | Cover available for sales, service and repair only |
| Motorcycles | Excluded | May be included |
| Quad bikes | Excluded | May be included |
| Trailers whilst attached | Excluded | May be included |

PRINCIPAL POLICY COVER OPTIONS

| | Comprehensive | Third party, fire and theft | Third party only |
|---|---------------|-----------------------------|------------------|
| Liability under the Road Traffic Acts for | | | |
| Death or injury to other people including passengers (unlimited) | Included | Included | Included |
| Damage to property up to £2,000,000 (higher limits available on request) | Included | Included | Included |
| Legal fees for representation at a coroner's inquest, fatal accident enquiry or court of summary jurisdiction | Included | Included | Included |
| Cost of defending proceedings for manslaughter or death by dangerous or careless driving up to £10,000 | Included | Included | Included |
| Emergency treatment fees | Included | Included | Included |
| Road risks and, if covered, trade premises | | | |
| Loss of or damage to the vehicle by | | | |
| - Accidental damage | Included | Not available | Not available |
| - Fire, lightning, self ignition and explosion | Included | Included | Not available |
| - Theft or attempted theft or taking of a vehicle without authority | Included | Included | Not available |
| - Malicious damage and vandalism | Included | Not available | Not available |
| - Storm, hail or flood | Included | Not available | Not available |
| Vehicles at the trade premises (if not included, cover will exclude vehicles parked within 100 metres of the trade premises, storage or car parking facilities used by you) | Optional | Optional | Not available |
| Damage to windscreen, sun-roof and windows – road risks | Optional | Not available | Not available |
| Demonstration - driving by unnamed prospective purchasers | Optional | Optional | Optional |
| Customer loan vehicles | Optional | Optional | Optional |
| Loss of use of customer vehicles | Optional | Not available | Not available |
| Vehicles at subcontractors, auctioneers and at car lots | Optional | Optional | Not available |
| Signwriting | Optional | Optional | Not available |
| Protected no claims bonus | Optional | Optional | Optional |



PRINCIPAL EXCLUSIONS, CONDITIONS AND LIMITATIONS

| | |
|--|--|
| <p>Driving outside the United Kingdom limited to legal minimum third party indemnity in specific European countries. (Full cover available on request subject to the exclusion of certain countries.)</p> <p>Death, injury, loss, damage, liability, cost or expense caused by any vehicle and/or attached trailer</p> <ul style="list-style-type: none"> - being used other than as permitted in the schedule and certificate of motor insurance; driven or used by a driver who is either disqualified from driving or does not hold the appropriate licence for the vehicle; being used for the carriage of passengers and/or goods for hire and reward; demonstration, if specific cover is not in force - on the Nurburgring Nordschleife or for racing, pace making or speed testing; being driven by any person who, as a result of an incident, is convicted of racing on a public highway; convicted of any offence involving drink or drugs. <p>Use of stock or customer vehicles for social purposes; vehicles, trailers or plant used as tools of trade or for any other undeclared business or additional occupation.</p> <p>Vehicle limitations applicable to named young and inexperienced drivers.</p> | <p>Uses and Drivers European and foreign use 1a Specific exclusions Driver exclusions i), Use exclusions ii) iii) and iv) Use exclusions v), Driver exclusions ii) b) and iv) Use exclusions ix) and x) Driver exclusions iii) a) b) c) and d)</p> |
| <p>Death or injury to employees other than as required under the Road Traffic Acts and other relevant laws.</p> <p>Loss of or damage to property in your custody or control.</p> <p>Damage to the vehicle itself or any towed vehicle or trailer including the contents.</p> <p>Death, injury, loss or damage arising from the use of tools, goods and equipment in or on the vehicle or personal effects, mobile telephone, communication and associated equipment being used whilst the vehicle is being driven.</p> | <p>Section 1 – Third party liability Exclusions 2 3 6 4</p> |
| <p>Driving outside the United Kingdom limited to legal minimum third party indemnity in specific European countries (full cover may be available on request subject to the exclusion of certain countries).</p> <p>Hire charges of any sort incurred by you whilst a vehicle is being repaired or treated as a total loss regardless of who authorised the vehicle to be repaired or treated as a total loss.</p> <p>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.</p> <p>Any consequence of earthquake occurring outside European Union member states, riot and civil commotion in Northern Ireland and any other country not a member of the European Union or European Economic Area.</p> <p>Theft or attempted theft from unattended vehicles unless specific conditions are met; theft of accessories, in-vehicles equipment and parts unless stolen with the vehicle.</p> <p>Permanently owned vehicles not specifically shown as insured in the schedule.</p> <p>Repossession of personally owned, business or stock vehicles.</p> <p>Damage to tyres unless caused by an accident.</p> | <p>1 Section 2 – The vehicles, Exclusions 1 2 12a 10 and 11 13 14 6</p> |
| <p>Loss or damage to vehicles being towed, lifted or transported.</p> <p>Unless specifically included, vehicles being worked on or loss or damage resulting from such work.</p> <p>Any vehicle being driven by a person under the influence of or addiction to alcohol, drugs, medication or substance known to impair driving ability.</p> <p>Any act of actual or attempted suicide; wilful, malicious or criminal damage or injury by you or any passenger including road rage.</p> <p>Any vehicle and/or trailer being used "airside" at airports, airfields or military establishments, power stations, nuclear installations, oil, gas or chemical premises or spraying of crops.</p> <p>Any vehicle, trailer and/or its load which does not comply with legislation or regulation; carrying a load heavier than permitted or dangerous goods; being loaded or unloaded other than by the driver or attendant.</p> | <p>Road risks exclusions Specific exclusion 3 General exclusions 8 11 ii) 111 iii a) 11 iv) 11 v), vi), vii)</p> |



IMPORTANT INFORMATION

Motor Insurance Database disclosure – important

In order to comply with the regulations relating to the Motor Insurance Database (MID), you are obliged to advise us of all licensed vehicles and trade plates in your possession as well as any additions or disposals you make. This includes courtesy and short term hire vehicles. Untaxed stock vehicles and customer vehicles 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 add 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 imposed.

You may advise us by post or email to us at mid@cginsurance.com

Risk management conditions

For your policy to operate fully you MUST, at all times, comply with the policy terms, conditions and limitations which will form part of your policy. The policy wording is available on www.cginsurance.com. It is ESSENTIAL that you read the specific and general conditions as well as the exclusions to ensure that you understand and can comply with all our requirements. Please note that in some instances other more specific conditions, exclusions and excesses may be imposed.

Cooling off period, cancellation and refunds

If you are not happy with the policy when you receive it, you have a 'cooling off period' of 14 days in which to cancel. A charge will be made for the period the cover has been in force provided there has not been a claim and no incidents have occurred which may give rise to a claim.

If you cancel all or part of the policy after the 'cooling off period', you may be entitled to a refund but not

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

The basis for calculating premium refunds will be

Motor A portion of the premium depending on the number of months the policy was in force.

| Months covered – up to | 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 |

If we cancel the policy, you may be entitled to a pro-rata refund of premium but not if a claim has been made or there has been an incident which may give rise to a claim.

Where you pay your premium by a deferred payment scheme of any kind, FAILURE TO PAY an instalment will result in the cancellation of the policy from the date of the default and NOT the date we notify you.

Full cancellation conditions and procedures are detailed in the policy.

Complaints procedure

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.

Continued

**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
Web: 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>).

Reporting claims

Claims can be reported to the First Response Helpline on **0343 903 1892**

ALL incidents should be reported immediately and in any event within 48 hours. However, if a "black box", camera, CCTV recording system and/or telematics is fitted to your vehicle you must, within 48 hours of an incident, provide us with all records, footage and/or memory cards.

IMPORTANT NOTE:

All incidents which may give rise to a claim for compensation from third parties, not advised to us within 14 days of discovery will be deemed late notification. If, as a result of late notification, we have to pay increased compensation and/or costs because of our obligations under the Road Traffic Acts, you will be required to reimburse us. If you refuse to do so, we may cancel your policy and/or revoke your no claim bonus. (See General condition 2.)

You may be asked to complete a claim form which can either be downloaded from our website www.cginsurance.com, obtained from your broker, your agent or directly from us.

If Windscreen claims are covered, telephone **0800 011 3677**

If you choose not to use our approved repairer to carry out a replacement or repair you will have to pay an additional excess of £50 for a replacement or £10 for a repair carried out by any other supplier.

Financial Services Compensation Scheme

The participating Insurer is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we are unable to meet our financial obligations. Full details are available from the FSCS website www.fscs.org.uk.

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INSURANCE BROKERS

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