



Motor Trade Road Risks Insurance Policy

In the event of an accident/claim
please phone **01908 755 950**

This policy booklet contains information on Your policy cover, how to make a claim and what You can do if you are unhappy with Our service. If you have any questions, please call Your insurance broker who arranged this cover for You.

All claims must be reported within 24 hours regardless of fault to our dedicated claims team on:

01908 755 950

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About This Insurance Policy

Your policy

Your policy is a contract of insurance between you and us and comprises this policy wording, your schedule (including endorsements), statement of fact and certificate of motor insurance. This policy wording is divided into a number of sections and must be read together with your schedule, statement of fact and certificate of motor insurance.

Your schedule will show you which sections of this policy wording apply.

You should read the terms and conditions detailed in this policy, including how to make a claim. Please read them carefully so that You know what cover is provided and what You should do if You need to make a claim. Please keep these documents in a safe place where you can find them should You need to refer to them in the future. Should You need to discuss any aspect of the cover then please contact Your insurance intermediary.

In return for having accepted your premium we will provide insurance as described in your policy.

This policy is arranged by UK Insurance Solutions Limited. UK Insurance Solutions Limited is authorised and regulated by the Financial Conduct Authority with firm reference number 300479

Your policy is underwritten by Wakam. Wakam is a limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under number 562 117 085, having its registered office address at 120-122 Rue Réaumur, 75002 Paris, France. Authorised and regulated by the Autorité de Contrôle Prudenciel et de Résolution. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorization are available on the Financial Conduct Authority's website.

Renewal

Your policy is a 12-month contract which is renewable annually, provided that you have accepted our renewal terms and paid the premium for any subsequent period of insurance. If We choose to offer to renew Your Policy, we will send you a renewal notice not less than [90 days] before the expiry date of Your current Period of Insurance. A new statement of fact, schedule and certificate of motor insurance will be issued for each period of insurance, showing any changes to your cover.

Law applicable

The Law of England and Wales will apply to this policy, unless you and us agree otherwise.

When and where we provide cover under your policy

We will only provide cover under your policy in respect of incidents occurring during the Period of Insurance.

Unless otherwise agreed with us in writing, we only provide cover under your policy while the insured vehicle is being driven or used within the Territorial Limits or as described in Section 4 "Foreign Use"

Your duty of disclosure

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

You have a duty to make a fair presentation of the risk to us before entering into this policy, and at renewal of your policy and any time there is a material change to your circumstances during the Period of Insurance. You are required to disclose, in a reasonably clear and accessible manner, all material circumstances which you and/or those persons responsible for arranging this insurance know, or ought to know (following a reasonable search of information), or sufficient information to put a prudent insurer on notice that it needs to make further enquiries.

When providing this insurance We have relied on the information and statements which You have provided in the proposal form/statement of fact when applying for this insurance. If any of the information in the statement of fact is incorrect, please contact your insurance agent or UKIS as soon as possible.

If you have failed to make a fair presentation of the risk, and such failure is deemed to be deliberate or reckless, we will treat this policy as if it never existed and refuse to pay any claim. You will not be entitled to any refund of premium.

If you have failed to present the risk to us fairly, but your failure was not deliberate or reckless, the remedies available to us will depend upon what we would have done had you presented the risk to us fairly:

- (a) if we would not have provided this policy on any terms, then we have the option to treat this policy as if it never existed and refuse to pay any claim. In these circumstances we will refund the full premium to you.
- (b) if we would have provided this policy but charged a higher premium, we may reduce the amount we pay in respect of a claim to the proportion that the premium you paid bears to the higher premium we would have charged you.
- (c) if we would have provided this policy on different terms (other than in relation to the premium), we may treat the policy as if it had been entered into on those terms. This may result in us making no payment for a particular claim or loss. You must reimburse any payments made by us that we would not have paid if such terms had been in effect.

We will write to you if we:

- intend to cancel your policy or treat your policy as if it never existed;
- need to amend the terms of your policy;

Date: As shown on the schedule.

Signed:

For and on behalf of
UK Insurance Solutions Limited
Phone: +44 1422 347220
Email: motortrade@ukisltd.co.uk

Definitions

Business Premises	<p>The business address shown in the Schedule and any premises, building structure or land used, owned or occupied by You or any partner, director or employee or person named as entitled to drive in the Certificate of Motor Insurance used for carrying out work on or for the sale, display or storage of any motor vehicle.</p> <p>Any private residence occupied by You or any person named to drive in the Certificate of Motor Insurance will not be treated as Business Premises for the purposes of this policy.</p>
Certificate of Motor Insurance	<p>The document titled 'Certificate of Motor Insurance' which is evidence of the existence of motor insurance as required by law. Your current valid Certificate of Motor Insurance has the same number as this policy. The Certificate sets out who may drive the Insured Vehicle and the purpose for which the Insured Vehicle may be used.</p>
Endorsement	<p>A change of or amendment to the terms of this insurance which is attached to the policy and activated by the schedule.</p> <p>The Endorsements which apply to your policy are shown on the Schedule.</p>
Excess	<p>The amount You must pay following loss of or damage to the Insured Vehicle as shown on the Schedule.</p>
Insured Vehicle	<p>Any motor vehicle, which is:</p> <ol style="list-style-type: none">1. Your property;2. the property of Your Spouse, if he or she is declared as a driver on this policy;3. held in trust by You or in Your custody or control for motor trade purposes; or4. a vehicle leased to the Policyholder on a lease agreement with a minimum initial duration of 12 months, <p>and which is not:</p> <ol style="list-style-type: none">(a) a steam driven vehicle(b) a goods-carrying vehicle used for hire or reward(c) a vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles

- (d) a vehicle being carried on a vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles at any one time
- (e) any vehicle shown in your schedule which we do not cover and/or is excluded by the terms of your certificate of motor insurance

Limit of Indemnity	The maximum amount We will pay for loss of or damage to the Insured Vehicle . This limit will apply regardless of the Market Value of the Insured Vehicle .
Market Value	<p>The cost of replacing an Insured Vehicle with one of the same or similar make, model, year, mileage and condition within the motor trade at a price that allows for future resale at a profit, regardless of whether that is your intention.</p> <p>The cost to replace the Insured Vehicle is the price a member of the public would pay at the time to buy one replacement vehicle. We use such publications as Glass's Guide to set the Market Value of the vehicle. Contents of customer's vehicles are not covered.</p>
Policy	This policy wording for your motor insurance together with your Schedule, Statement of Fact and Certificate of Motor Insurance
Period Of Insurance	The length of time covered by this insurance Policy as shown in the Schedule .
Schedule	The document containing Your details and details of the sections of this insurance policy which apply to You .
Statement of Fact	The form showing the information you gave us or was given on your behalf. The Statement of Fact forms part of the Policy .
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and during sea transit between ports in these areas.
The Policyholder/Insured	The person or persons, company or companies declared in the Schedule under the heading "Insured".
Your Spouse	The legally married husband or wife, or common law partner living and registered at the same address as You .
We/Us/Our	Wakam
You/Your	The Insured

Section 1 – Third Party Liability

Your Liability

We will insure **You** against all sums **You** are legally liable to pay arising from the use of an **Insured Vehicle** in respect of:

- (a) death of or bodily injury to any person for an unlimited amount;
- (b) damage to property up to £1,200,000 .

The above limits apply in respect of any one claim or a number of claims arising from one incident caused by or arising out of the use of the Insured Vehicle or a trailer attached to the Insured Vehicle.

Liability of other persons driving or using an Insured Vehicle

On the same basis and limits that **We** insure **You** under this Section **We** will also insure the following persons:

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

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

Emergency Treatment Fees - **We** will pay for emergency treatment fees as required by the Road Traffic Acts.

Legal Costs

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

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

Exclusions that apply to Section 1 – Third Party Liability

- 1) The insurance provided under this Section will not apply:
 - (a) to the driver unless that person holds a licence to drive the **Insured Vehicle**, or has held, and is not disqualified from holding or obtaining, such a licence;
 - (b) to any person who is not driving the **Insured Vehicle**, if to the knowledge of that person, the driver does not hold a licence to drive the **Insured**

- Vehicle** unless the driver has held and is not disqualified from holding or obtaining such a licence;
- (c) to death, bodily injury or damage arising off the road as a result of the loading or unloading of the **Insured Vehicle** by anyone;
 - (d) to any person where the liability is insured under another policy; or
 - (e) to death of or bodily injury to any person arising out of, or in the course of, the employment of such person by any person **We** insure under this Section, except as required by the Road Traffic Acts;
 - (f) to death, injury or damage arising directly or indirectly from work on the **Insured Vehicle** by **You** or any person in **Your** service or acting on **Your** behalf, except as required by the Road Traffic Acts.
 - (g) death of or bodily injury to any person or loss of or damage to property caused by or arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or the attendant of the **Insured Vehicle**
 - (h) any liability arising out of the operation as a tool of the **Insured Vehicle** or attached plant except where it is necessary to meet the requirements of any road traffic legislation
- 2) We shall not be liable for loss of or damage to:
- (a) property belonging to, or in the custody or control of, any person insured under this Section;
 - (b) any **Insured Vehicle**, which is insured under this Section; or
 - (c) any luggage trailer attached to the **Insured Vehicle** or attached to any Vehicle covered by this policy, which **Your Certificate of Motor Insurance** permits **You** to drive, or any property carried in or on such luggage trailer.
- 3) **We** shall not be liable for any liability, loss or damage arising directly or Indirectly from the use of any **Insured Vehicle** in or on the **Business Premises**, or within 400 metres of the **Business Premises**, apart from the cover We must provide under the Road Traffic Acts or any laws, which apply to **Motor Insurance**.
- 4) **We** shall not be liable for any liability, loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000, except where **We** need to provide the minimum insurance required by the Road Traffic Acts.
- 5) **We** shall not be liable for any claim for loss of use of the **Insured Vehicle**.

Section 2 – Fire and Theft

Fire and Theft

We will pay for loss of or damage to the **Insured Vehicle** and its accessories and spare parts while in or on the **Insured Vehicle**, caused by fire, lightning, explosion, theft or attempted theft occurring during the **Period of Insurance** within the **Territorial Limits**.

Section 3 – Accidental Damage

Accidental Damage

We will pay for loss of or damage, other than by fire, lightning, explosion, theft or attempted theft, to the **Insured Vehicle** and its accessories and spare parts in or on the **Insured Vehicle**, occurring during the Period of Insurance within the **Territorial Limits**, up to the **Limit of Indemnity**.

The most **We** will pay will be the lower of:

- (1) the **Limit of Indemnity**; and
- (2) reinstatement or at Our discretion, the Market Value of the vehicle depending on the condition of the relevant **Insured Vehicle**.

Payment will be made to the legal owner of the **Insured Vehicle**, whose receipt shall be a full discharge of **Our** liability. **We** will not enter into negotiation with any third party with regard to valuation of **Your** Vehicle.

We will also pay for the reasonable costs of removal to the nearest approved repairers and delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this policy.

Exclusions

We will not pay for any of the following:

- 1) Any loss of or damage to any **Insured Vehicle**:
 - a. In or on the Business Premises; or
 - b. on a road at or within 400 metres of the Business Premises, unless in the course of a journey;
- 2) depreciation of the **Insured Vehicle**;
- 3) any decrease in the value of the **Insured Vehicle** following repair;
- 4) any cost (or part of any cost) of repair which improves the **Insured Vehicle** beyond its condition before the loss or damage;
- 5) wear and tear of the **Insured Vehicle**;
- 6) mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages;
- 7) damage to tyres caused by braking, punctures, cuts or bursts;
- 8) the **Excess** shown on the **Schedule** for each and every occurrence to any one **Insured Vehicle**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the policy and each **Insured Vehicle** will be subject to the appropriate **Excess**. If an **Insured Vehicle** is damaged while a person under the age of 25 is driving, or in

charge of the **Insured Vehicle**, You will have to pay an additional excess of £500. This is on top of any other excesses You may have to pay;

- 9) any claim under this section of the policy resulting from theft or attempted theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked;
- 10) any loss or damage caused by overloading or improperly loading the **Insured Vehicle** in a way that the **Insured Vehicle** was not designed for;
- 11) loss or damage to the **Insured Vehicle** arising directly or indirectly from work on the **Insured Vehicle** by you or anyone working on your behalf;
- 12) theft or attempted theft of accessories and parts unless stolen with an **Insured Vehicle** itself;
- 13) any loss or damage arising by theft or attempted theft or any malicious act by any employee, partner, director or member of the insured's family or insured person;
- 14) any loss or damage to stereos or any other sound reproduction equipment, mobile telephones, money any other personal effects;
- 15) any loss, destruction of, or damage to tools;
- 16) any loss of or damage to keys or remote devices belonging to any **Insured Vehicle** or for the replacement of locks following the loss or damage of keys or remote devices;
- 17) any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery;
- 18) any loss or damage by fire, theft or accidental damage to any **Insured Vehicle** that is of the following description below unless agreed with Us: a) commercial vehicles over 3.5 tons Gross Vehicle Weight but up to a maximum of 7.5 tons b) North American vehicles c) Vehicles with more than 8 seats d) Motor Caravans e) Kit cars f) Motorcycles g) Vehicle transporters capable of carrying more than one vehicle h) High performance and or modified vehicles;
- 19) any loss or damage arising as a result of a deliberate act by you or any person driving the **Insured Vehicle** with your permission or loss of or damage to the **Insured Vehicle** if you or any driver was driving under the influence of alcohol or drugs or is convicted of an offence involving alcohol or drugs as a result of the incident.

Section 4 – Foreign Use

Compulsory insurance cover outside the Territorial Limits

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

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

Full Policy cover outside the Territorial Limits

If **We** agree beforehand and **You** pay any extra premium, **We** will extend the coverage under this **Policy**, for a specified **Insured Vehicle** which is owned and registered to **You** or **Your Spouse** (if he or she is declared as a driver on this policy), while being temporarily used outside the **Territorial Limits**.

We will only agree to extend cover to countries which are a member of the European Union or any other country which the Commission of the European Union approves as meeting the requirements of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles. **We** will also insure **You** while the specified **Insured Vehicle** is in transit (including loading and unloading) between any countries to which this policy applies, but any sea transit must be by a scheduled sea route.

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

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

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

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

Section 5 – No Claims Discount

If you do not make a claim under this policy and you have not been involved in an accident which has or may result in a claim against you, we will give you a discount on the premium payable at renewal.

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

One Year	20%
Two Years	25%
Three Years	35%

Four Years	47.5%
Five plus years	52.5%

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

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

Section 6 – Towing Vehicles

This shall be operative whilst the **Insured Vehicle** is being used for the purpose of towing any one mechanically propelled vehicle and the **We** will indemnify the **Insured** under the terms of Section 2 of this Policy in respect of liability in connection with the towed vehicle.

We will not be liable for

- (a) Damage to towed vehicle
- (b) Property being conveyed
- (c) such vehicle is not being towed for hire or reward

General Exclusions

Applicable to all Sections

We shall not be liable under any Section of this Policy in respect of:

1. Any accident, injury, loss, damage or liability while the Insured Vehicle is:
 - (a) being used to **Your** knowledge for any purpose not permitted by the **Certificate of Motor Insurance**;
 - (b) being driven by or is in the charge of any person who to **Your** knowledge is not named in the **Certificate of Motor Insurance**;
 - (c) being driven by **You** unless **You** hold a licence to drive such **Insured Vehicle** or have held and are not disqualified from holding or obtaining such a licence;
 - (d) being driven with **Your** consent by any person who to Your knowledge does not hold a licence to drive such a **Insured Vehicle**, unless such person has held, and is not disqualified from holding or obtaining, such a licence;
 - (e) being driven by any person who holds a provisional licence;
 - (f) being used for racing, pacemaking, speedtesting, rallying, reliability trials, competition or whilst driven on a motor sport circuit;

- (g) being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
 - (h) being driven with a load or number of passengers outside the manufacturers' recommendations;
 - (i) carrying an unsecure load;
 - (j) towing a trailer which is unsafe or has an insecure load;
 - (k) towing more trailers than the law allows; or
 - (l) being let out on hire.
2. Any loss or damage to an **Insured Vehicle** due to confiscation, requisition or destruction by or under order of any government or local authority.
 3. Any liability You accept by agreement or contract unless liability would have applied in any event.
 4. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, other than is necessary to meet the requirements of the Road Traffic Acts.
 5. Any loss, damage, accident or liability caused by:
 - (a) earthquake; or
 - (b) riot or civil commotion happening in Northern Ireland or outside the United Kingdom
 6. Any loss, damage, accident or liability caused directly or indirectly by:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.
 7. Any loss, damage, accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.
 8. Any loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is sudden and identifiable and unintended and unexpected other than is necessary to meet the requirements of the Road Traffic Acts. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place.
 9. Any loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from:

- (a) hazardous, dangerous or explosive goods or substances; or
 - (b) explosion, sparks or ashes from **Your Vehicle**, or from any trailer or machinery attached to, or detached from it.
10. Any loss, damage, injury or liability while the Insured Vehicle is in, or on, any part of an aerodrome, airport or airfield used:
- (a) for the take-off or landing of aircraft or for the movement of aircraft on the surface; or
 - (b) as aircraft parking aprons including the associated service roads and ground equipment parking areas.
11. Any loss to You, arising directly or indirectly as a consequence of any accident, damage or injury, unless specifically covered by a section of this policy.

Motor Insurers Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB).

The Policyholder has a legal obligation to supply to Us:

- The number of the policy;
- The name of the Policyholder;
- the registration mark of every vehicle which is an Insured Vehicle from time to time for a period of 15 days or more; and
- the period during which the use of each Insured Vehicle is (or has been) covered under this Policy in order that these may be entered onto the MID.

The Policyholder must also notify us immediately of any changes to any such information, including where any vehicle ceases to be an Insured Vehicle.

Non-compliance with the obligations under the Motor Vehicles (Compulsory Insurance)(Information Centre and Compensation Body) Regulations 2003 is a criminal offence and the maximum possible fine for not submitting data is £5,000.00.

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

- (a) all permanently owned vehicles;
- (b) temporary vehicles held for more than 14 days;
- (c) taxed vehicle stock;
- (d) any vehicle that will be used on the public highway. Vehicle details can be supplied to your broker.

An additional £500.00 excess will apply to any claim in respect of any Insured Vehicle which has not been added to MID.

In respect of every vehicle insured under this policy for a period of less than 15 days, the Policyholder has a legal obligation to maintain a record of:

- The number of the policy;
- The registration mark of the vehicle; and
- The period during which the use of the vehicles is (or has been) covered under the policy.

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

This may result in any of the following:

- Loss of Your No Claims Discount.
- Poor claims history.
- Increased insurance premiums or making yourself uninsurable to new insurers.

If you are operating a mechanical repairs business you do not need to add a customer's vehicle in for repairs to your MID, this is automatically covered under the policy wording.

MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the Driver and Vehicle Licensing Northern Ireland (DVANI), the Insurance Fraud Bureau (IFB) and other bodies permitted by law for purposes not limited to but including:

1. electronic licensing
2. continuous insurance enforcement
3. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
4. the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

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

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

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

You can find out more about the MID by visiting the MIB website at www.mib.org.uk

MID Vehicle Limit

This motor trade insurance policy will be capped at a maximum of **10** Insured Vehicles being added to the MID at any one time, unless agreed otherwise with UKIS.

Data Protection

Data and personal data will be held and processed in compliance with our statutory obligations under the Data Protection Act 2018 and General Data Protection Regulation [2016/679]. **You** should also note the following important information:

- **UK Insurance Insurance Solutions Limited** and **Wakam** are the Data Controller
- **UK Insurance Solutions Limited, Wakam** and associated companies may use the personal data that **you** supply for the purposes of insurance - administration. The data may be disclosed to us and regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **your** insurance. **Your** information may also be used for offering renewal, conducting research, statistical purposes and crime prevention.

We may share these details with other insurance organisations (such as loss adjusters and investigators) to assist in handling claims.

Information relating to **your** insurance **policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANA, the Insurance Fraud Bureau and other bodies permitted by law.

Your personal details may be transferred to countries outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law.

We will store **your** details but will not keep them for any longer than necessary. Under the terms of the Data Protection Act 2018 **you** are entitled to a copy of all the information **we** hold about you for which **we** may charge **you** a fee.

You have rights under the Data protection laws including the right to access the information, to have information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances You may have the right to restrict or object to processing or to have your Data deleted

Wakam contact information; Address: 120-122, rue Reaumur, 75002 PARIS Email: dpo@la-parisienne.fr

Regulator for Personal Data and Freedoms:

Commission nationale de l'informatique et des libertes ("CNIL") 3 Place de Fontenoy

TSA 80715

75334 PARIS CEDEX 07

You will also find the full Privacy Policy for **UKIS** at the following:

<https://www.ukisltd.co.uk>

We may share **your** information with companies within the EEA ("European Economic Area"), and where this takes place, this is in line with **our** legal obligations - to safeguard **your** personal data. If **you** would like to know more, please get in touch with us.

Cancellation

Your rights to cancel

You may cancel the **Your Policy** at any time in writing to **UKIS**, by returning the **Certificate of Motor Insurance** by recorded delivery.

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund **Your** premium in full, a full return of premium will be given however this will be subject to a **£40.00** administration fee.

If **You** cancel this policy after 14 days of receipt of the policy documentation and there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance, subject to a **£40.00** administration fee.

Our rights to cancel

We may also cancel this policy by sending 7 days' notice by recorded delivery to **You** at **Your** last known address.

If We cancel this policy and If there has been no claim (or claim pending) during the current **Period of Insurance**, We will calculate the pro-rata premium for the period **You** have been insured and refund any balance. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no premium refund will be given.

Your insurance may be cancelled because:

- **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance; or
- **You** have not provided documentation requested by **Us** (such as a copy of your driving licence or evidence of no claim bonus); or
- A change in your circumstances means **We** can no longer provide cover; or
- **You** misrepresent or fail to disclose information that is relevant to **your** insurance; or
- **You** harass any member of **Our** staff or show abusive or threatening behaviour towards them.

The Policyholder as named on the Certificate of Motor Insurance is responsible for notifying all named drivers that cover on an **Insured Vehicle** has ceased.

Complaints Procedure

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

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

2) For complaints relating to the administration of this insurance please contact UKIS at First Floor, 233 King Cross Road Halifax West Yorkshire HX1 3JL Telephone 01422347220
E-mail – motortrade@ukisltd.co. When **you** do this quote **Your** policy number, which is on **Your Schedule**.

3) For complaints relating to claims please contact ukis@crawco.co.uk When **you** do this quote **Your** policy number, which is on **Your Schedule**.

If **You** are still not satisfied with the way a complaint has been dealt with, you may refer your complaint to **Wakam** by contacting Us at: complaints@ukisltd.co.uk When **you** do this quote **Your** policy number, which is on **Your Schedule**.

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

If You still remain dissatisfied after following the above procedures in full, **You** may be able to make a complaint with the Financial Ombudsman Service (FOS). **You** can make a complaint with the FOS by calling their helpline at 0800 032 8000 or by completing an online form. More information regarding eligibility and how to make a complaint are available on their website at <https://www.financial-ombudsman.org.uk/>

Their address is Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR.

The Financial Ombudsman Service cannot consider Your complaint if it is:

- less than eight weeks after receipt of the complaint by the insurance intermediary, UKIS or **Us**, or;
- more than six months after the date on which the insurance intermediary, UKIS or **Us** provided our final response advising that **You** may refer Your complaint to the Financial Ombudsman Service, or;
- more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the insurance intermediary, UKIS or **Us**.

Making a Claim

In the event of any incident involving an Insured Vehicle, **You** or your legal representative must contact Our claims team within 24 hours on **01908 755 950**

In the event of an accident involving any third party:

- Record the full details of the third party including their name, telephone number, address, Registration number, make and model of the vehicle.
- Record the number of passengers in the third party vehicle, was anyone injured? If so was the emergency services called?
- Witness details - Look for anyone who can act as an independent witness, this

can be used as an invaluable piece of evidence.

- If it 'is safe to do so please take photos of the accident scene and damaged areas of both vehicles.

You must not:

- a) admit liability or promise payment
- b) negotiate a settlement or repudiate any claim without our written consent
- c) abandon any property to us

If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the police and provide **Us** with the reference number.

Exercising rights on your behalf

If **you** make a claim **you** must be prepared to take any steps we ask you to take to protect your rights or the rights of other persons covered by your policy. **You** must be prepared to allow **us** to act in your name and take any steps we feel are necessary to protect your rights

This may mean that **we** settle or defend the claim in **your** name. If this happens **we** will pay any costs and expenses involved.

We will not pay your claim where **you** have not complied with this condition.

Providing **Us** with as much information as possible will help **Us** defend **Your** claim to the best of **Our** ability, meaning **We** can keep **Your** insurance premium costs down come renewal.

Fraud prevention, detection and claims history

We will check your information against a range of registers and databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register operated by the Motor Insurers' Bureau. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities

- Recovering debt

- Checking details on proposals and claims for all types of insurance

- Checking details of job applicants and employees.

Details of the registers, databases and fraud prevention agencies **we** use may be requested from UK Insurance Solutions Limited, see issuing office de-tails for contact details.

Fraud

If **You** or anyone acting on **your** behalf makes a fraudulent, false or exaggerated claim under this policy, **We** will be entitled to:

- refuse to settle the whole of the claim; and
- recover from **You** any sums paid by way of benefit under this policy in respect of the claim; and
- notify you that **We** will be treating this policy as having been terminated with effect from the date of the fraudulent act.

If **We** terminate this policy under this condition **You** will have no cover under this policy from the date of the fraudulent act and will not be entitled to any refund of premium, irrespective of whether we are required to meet any claim at all. This will not affect any rights and obligations You and We may have with respect to a relevant event occurring before the time of the fraudulent act. This clause also applies to false statements made when bringing a claim and if you provide false documents in support of a claim.

If any fraud is perpetrated by, or on behalf of, an insured person, and not on behalf of **You**, this condition should be read as if it applies only to that insured person's claim, and references to this **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole. In the event of fraud by or on behalf of an insured person, **we** will not refund your premium.

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Endorsements

Endorsements are only applicable if specified in the Schedule.

1. Demonstration cover

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

- (a) holds a full UK licence;
- (b) is not a family member of the Insured or any of the named drivers;
- (c) is not in the employment of the Insured;
- (d) does not reside at the same address as any declared driver on the Certificate of Motor Insurance;
- (e) observes, fulfils and is subject to the terms and conditions of this Insurance policy; and
- (f) is accompanied at all times by **You** or a person named on the **Certificate of Motor Insurance**.