

Your Business Insurance

Motor Trade Combined Product











Policy Summary May 2021





Motor Trade Combined Product

Welcome...

to your Policy Summary

Motor Trade Combined provides competitive and essential cover for the motor trade industry.

This Policy Summary provides a summary of the significant benefits, features and limitations of the cover.

The full terms, conditions and exclusions are shown in the policy wording so please take time to read the policy wording to make sure you understand the cover it provides.

Your cover is valid for 12 months and is renewable annually.

Registration and Regulatory Information

Insurance cover under sections 1-11 is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277.

The insurance cover under section 12 Commercial Legal Expenses Section is underwritten by DAS Legal Expenses Insurance Company Limited who are registered in England and Wales, Company Number 103274.

Website: www.das.co.uk

Head and Registered Office:

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Reference Number is 202106.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website: www.fca.org.uk/register.

Significant features and benefits of the policy

The table below shows the benefits of this policy and the maximum amounts we will pay in the event of a claim.

Description

SECTION 1: MATERIAL DAMAGE (including Glass)

Your premises and Contents (inc Stock) can be insured against loss of damage caused by:

- Accidental Loss or Damage
- Sprinkler Leakage

In addition to the above the section includes:

- Automatic reinstatement of sum insured following a loss
- Damage to frames following breakage of glass £500 any one occurrence
- Damage to radio and television masts
- Damage to underground pipes and cables
- Depreciation of value (stolen new vehicles) up to a limit of £1,000
- Fire brigade damage to grounds £10,000 any one claim
- Fire Extinguishment expenses £5,000 any one claim
- Loss of metered water up to £10,000 any one claim
- Loss of Vehicle use up to a limit of £25,000 any one incident
- New vehicle concession own vehicles up to a limit of £5,000 any one claim
- Professional Fees
- Removal of Debris
- Replacement locks (ex-vehicles) £1,000 any one claim
- Temporary removal between the premises £50,000 any one claim
- Temporary removal (motor vehicles) £25,000 any one incident
- Theft damage to premises
- Trace and Access £10,000 any one claim
- 115% Day one reinstatement included

SECTION 2: BUSINESS INTERRUPTION (optional)

Cover can be provided for the reduction of trading profit, loss of revenue or increased cost of working following damage to your contents and/or buildings from an insured Peril as defined in Section 1.

In addition to the above the section automatically includes losses resulting from:

- Damage at Contract Sites
- Damage at Storage Sites
- Damage at Unspecified Customers premises in the UK
- Damage at Unspecified Suppliers premises in the UK
- Failure of Public Utilities
- Compulsory Closure
- Prevention of Access
- Property in Transit
- National Lottery wins

For each of the above extensions, automatic cover is provided up to £25,000 any one claim. However this can be increased if requested.

Upon request the following extensions of cover can be considered:

- Loss of MOT Licence cover to replace loss of profit from MOT testing and associated repair and servicing work following suspension or withdrawal of your licence
- Outstanding Debit Balances

SECTION 3: GOODS IN TRANSIT (optional)

Cover can be provided in respect of damage to stock and/or business equipment (excluding vehicles) whilst in transit on land or water anywhere within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

In addition to the above, the section includes:

- Additional reloading costs £2,500 any one loss
- Additional transferral costs incurred following overturning or collision £2,500 any one loss
- Damage to packing materials
- Damage to personal effects of employees whilst in transit up to £500 any one person
- Removal of debris £2,500 any one loss

Significant features and benefits of the policy *continued*

Description	
SECTION 4: LOSS OF BUSINESS MONEY AND PERSONAL ASSAULT (optional) Cover can be provided for loss of money (including vehicle excise discs) belonging to the business or for which it is responsible whilst:	 In transit and in your premises during business hours In a bank night safe e.g. in the business premises whilst closed for business (a) contained in a locked safe/strong room (b) not in a locked safe/strong room In the dwelling of the Insured or an authorised Employee In addition to the above the section includes: Cover for non-negotiable currency up to £250,000 any one loss Damage to clothing up to £500 any one person Theft by Employees up to £5,000 any one claim In respect of Personal Assault, cover will include Death, Loss of Limbs or Sight Permanent Total Disablement Temporary Total or Partial Disablement
SECTION 5: WRONGFUL CONVERSION (optional) Cover can be provided for:	• Loss following purchase of a vehicle from a person who does not legally own it
SECTION 6: EMPLOYERS' LIABILITY (optional) Cover can be provided for:	 £10M any one occurrence In addition to the above the section provides indemnity in respect of: Corporate Manslaughter Defence Costs to £500,000 any one period of insurance Cross Liabilities Indemnity to Principals Unspecified Court Judgements
SECTIONS 7 & 8: PUBLIC AND PRODUCTS LIABILITY (optional)	 Up to £5 million any one occurrence in respect of Public Liability Up to £5 million per period of insurance for Products Liability Up to £1 million per period of insurance for Communicable Disease In addition to the above the section includes: Corporate Manslaughter Defence Costs to £500,000 any one period of insurance Cross Liabilities Driver and Passenger Indemnity Employees' and Visitors' Effects Legal Liability incurred by the Insured under General Data Protection Regulations up to £1,000,000 any one period of insurance Legal Liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 Loading or unloading a motor vehicle Member to Member Liability Merchantable Quality – £250,000 any one period of insurance Motor vehicle contingency cover Wrongful Arrest

Significant features and benefits of the policy *continued*

Description		
SECTION 9: SPECIFIED ALL RISKS (optional) Cover can be provided in respect of specified property within a range of Geographical limits. In addition to the above the section includes:	Automatic Reinstatement following loss	
SECTION 10: REFRIGERATED STOCK (optional) Cover can be provided in respect of loss or damage in respect of deterioration of frozen or refrigerated stock		
SECTION 11: ROAD RISKS (optional) Cover can be provided in respect of motor vehicles the property of the insured or in their custody or control for the purposes of motor trade. In addition to the above the section includes:	 Accompanied demonstration Comprehensive Cover Cover for courtesy cars loaned or hired to customers Emergency treatment costs Foreign use Indemnity for movement of obstructing vehicles Legal costs Lock replacement on vehicles - £50,000 per annum Loss of use of customers vehicles New vehicle replacement No Claims Discount up to 42.5 % Unauthorised use Windscreen cover included 	
SECTION 12: COMMERCIAL LEGAL EXPENSES (optional) Provides cover up to £100,000 for your legal costs and expenses for all claims resulting from one or more event arising at the same time or from the same originating cause. The Legal Expenses Section is underwritten by DAS Legal Expenses Insurance Company Limited. This Section includes:	Employment Disputes and Compensation Awards Costs incurred in defending an employment dispute, court or tribunal proceedings from a past, present or prospective employee. Legal Defence Defending an insured person's legal rights prior to legal proceedings when dealing with the police or relevant Health and Safety authority where it is alleged that an insured person has or may have committed a criminal offence in connection with your business activities Defending non-motor criminal prosecutions arising from your business activities Defending civil actions taken against an insured person for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor Appealing against the imposition or terms of any Statutory Notice issued under UK legislation affecting your business Defending a civil action taken against you for wrongful arrest in respect of an accusation of theft The attendance expenses of your employees for jury service Defending a disciplinary hearing against the insured person by the relevant authority Statutory Licence Appeal Appealing to the relevant statutory or regulatory authority, court or tribunal, following a decision by a licensing or regulatory authority to suspend, alter, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.	

Significant features and benefits of the policy continued

Description

SECTION 12: COMMERCIAL LEGAL EXPENSES (optional) (cont)

Contract Disputes

Negotiating your legal rights in a contractual dispute arising from an agreement or alleged agreement entered into by you or on your behalf, for the purchase, hire, sale or provision of goods or of services.

Debt Recovery

Negotiating your legal rights, including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Property Protection

Pursuing your legal rights in a civil action following an event causing physical damage to physical property which you own or are responsible for, or any nuisance or trespass.

Personal Injury

At your request, pursuing your employees' and their family members' legal rights following their death or bodily injury.

Tax Protection

Tax enquiries, Employee compliance disputes & VAT disputes.

Tenancy Disputes

Legal proceedings for civil action relating to a tenancy dispute between you and your landlord arising from premises leased or rented to you.

Uninsured Loss Recovery and Personal Injury

Recovery of losses not insured under a general motor insurance policy following a motor accident that causes:

- Damage to the insured vehicle or to any property in or on the vehicle at the time of the
 accident
- Death or bodily injury to the driver or any passengers travelling in the vehicle

Additional benefits:

- Counselling
- Legal and Tax Advice
- Employment Manual
- DAS Business Law

Significant and unusual exclusions or limitations of the policy

This table does not cover all of the exclusions or limitations of the policy sections. Please refer to the policy wording for full details of all exclusions and limitations.

Description	See Policy Wording
GENERAL POLICY CONDITIONS AND EXCLUSIONS	
Alteration in Risk Condition	
Reasonable Precautions Condition	
Sanctions Condition	
Electronic Risk Exclusion	
Communicable Disease Exclusion	
For full details of the exclusions and conditions please refer to the General Conditions, Claims Conditions and General Exclusions of the policy.	
SECTION 1: MATERIAL DAMAGE	See:
Acts of Terrorism (unless specifically extended)	Section 1: Material Damage,
Damage caused by mechanical or electrical breakdown	General Exclusions, General Conditions
Damage resulting from dishonesty by the Insured or an Employee	
Damage to sanitary ware except where such breakage renders it unserviceable	
Subsidence, ground heave or landslip (unless specifically extended)	
Theft from outbuildings	
Theft not involving forcible and violent entry or exit from the premises	
SECTION 2: BUSINESS INTERRUPTION (optional)	See:
Acts of Terrorism (unless specifically extended)	Section 2: Business Interruption,
Subsidence ground heave or landslip (unless specifically extended)	General Exclusions, General Conditions
SECTION 3: GOODS IN TRANSIT (optional)	See:
Damage attributable to depreciation, loss of market or any other indirect loss	Section 3: Goods in Transit,
Damage caused by inadequate packing	General Exclusions, General Conditions
Damage caused to property carried by the Insured for "Hire or Reward"	
Damage caused by spillage, leakage, evaporation, loss of weight or shrinkage	
Damage caused by Storm or Flood in respect of property on soft or open topped or	
sided vehicles	
Damage following breach of the Security Condition	
SECTION 4: LOSS OF BUSINESS MONEY AND PERSONAL ASSAULT (optional)	See:
Loss from any cash dispensing machine	Section 4: Loss of Business Money and
Loss from gaming or amusement machines	Personal Assault, General Exclusions, General
Losses attributable or accelerated by pregnancy or any pre-existing defect	Conditions
Losses occurring outside United Kingdom or the Republic of Ireland	
SECTION 5: WRONGFUL CONVERSION (optional)	See:
All payments for vehicles purchased or part exchanged shall be by cheque, credit card	Section 5: Wrongful Conversion,
payment or credit against a new purchase	General Exclusions, General Conditions
You must be a subscriber to HPI Ltd or Experian Ltd	
SECTION 6: EMPLOYERS' LIABILITY (optional)	See:
Damage or Injury arising from offshore Work	Section 6: Employers' Liability
• Injury (other than to the driver) resulting from being in or on any of your vehicles whilst on the road	

Significant and unusual exclusions or limitations of the policy continued

Description	See Policy Wording
SECTIONS 7 & 8: PUBLIC AND PRODUCTS LIABILITY (optional) Bona Fide Sub contractors condition Hazardous locations exclusion	See: Section 7: Public Liability, Section 8: Products Liability
Injury or damage arising from design, advice, formula or specification provided for a fee	
 Injury or damage caused by the use, removal, disposal, sale or storage of asbestos Injury or damage caused directly or indirectly from gradual pollution or contamination 	
SECTIONS 7 & 8: PUBLIC AND PRODUCTS LIABILITY (optional) (cont)	See:
 Participation or organisation of motor competitions and/or races The cost of making good faulty workmanship or materials Liability in respect of: authorised or unauthorised transmission of electronic data 	Section 7: Public Liability, Section 8: Products Liability
- the content of any website, your email, intranet or extranet	
- erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality	
- failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date	
The following exceptions apply to Products Liability only:	
Cost of or costs arising from the need for carrying out again the service, maintenance, treatment, test or examination on motor vehicles	
Damage to the part or the property worked upon	
 Injury or damage caused by products knowingly supplied to the USA or Canada Injury or damage caused by products supplied for critical use in aircraft, marine craft, spacecraft, rockets or missiles 	
SECTION 9: SPECIFIED ALL RISKS (optional)	See:
 Damage attributable to depreciation, loss of market or any other indirect loss Damage caused by mechanical or electrical breakdown Subsidence, ground heave or landslip (unless specifically extended) Theft not involving forcible or violent entry or exit from the premises' 	Section 9: Specified all Risks, General Exclusions, General Conditions
SECTION 10: REFRIGERATED STOCK (optional)	See:
 Damage caused by wilful neglect of the Insured or any employee Age of appliance condition 	Section 10: Refrigerated Stock General Exclusions, General Conditions

Significant and unusual exclusions or limitations of the policy continued

Description	See Policy Wording
SECTION 11: ROAD RISKS (optional)	See:
Any compulsory excess or voluntary excess as chosen by you and which will be shown in the policy documentation or consult with your insurance broker	Section 11: Loss of Licence General Exclusions, General Conditions
 Any loss, damage, injury or liability while the insured vehicle is in, or on, any part of an aerodrome, airport or airfield 	
 Any vehicle which is not, owned by you, leased to you on a lease agreement of a minimum duration of 12 months, or in your custody or control for motor trade purposes 	
 A vehicle that has been seized by any government or public authority which was not your property or in your custody or control for the purposes of motor trade at the time of seizure 	
Breakdown	
Damage to tyres by punctures, cuts, bursts or application of brakes	
 Loss or damage to the vehicle if the keys have been left in the vehicle or the windows and doors have not been closed and locked 	
Terrorism	
• Use other than in accordance with the Certificate of Motor Insurance	
 Vehicles driven by or in the custody or control of any person not declared on the Certificate of Motor Insurance 	
Vehicle transporters capable of carrying more than two vehicles or any vehicle on such a transporter	

Significant and unusual exclusions or limitations of the policy continued

Description See Policy Wording

SECTION 12: COMMERCIAL LEGAL EXPENSES (optional)

Employment Disputes and Compensation Awards

- Personal injury and loss/damage to property
- In respect of compensation awards, our advice must be sought and followed
- The total of the compensation awards payable under Employment Disputes and Compensation Awards - Compensation Awards shall not exceed £1,000,000 in any one period of insurance.

Legal Defence

- The loss, alteration, corruption or distortion of, or damage to stored personal data, or
- A reduction in the functionality, availability, or operation of stored personal data
 resulting from hacking (unauthorised access), malicious or negligent transfer (electronic
 or otherwise) of a computer program that contains any malicious or damaging code,
 computer virus or similar mechanism.
- Motoring prosecutions
- The ownership, driving or use of a motor vehicle

Statutory License Appeal

- Appeals against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration
- The original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- The ownership, driving or use of a motor vehicle

Contract Disputes

- The amount in dispute must exceed £500 (incl VAT)
- £500 excess applies if the amount in dispute exceeds £5000 (incl VAT)

Debt Recovery

- The debts must exceed £500 (incl VAT)
- Disputes arising within the first 90 days of the policy if the agreement was entered into before the start of the policy

Property Protection

- Contracts entered into
- Physical property which is in transit or which is lent or hired out
- Goods not at your premises, unless you are using them
- Damage to, or caused by, motor vehicles
- Enforcement of a covenant by or against the business

Personal Injury

- Illness or bodily injury that happens gradually
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- Clinical negligence

Tax Protection

- Tax avoidance scheme
- Failure to register for VAT or PAYE
- Import or excise duties and import VAT

Tenancy Disputes

• any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

Uninsured Loss Recovery and Personal Injury

• The insured vehicle being used by anyone who does not have valid motor insurance.

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Section 12: Commercial Legal Expenses Section, Exclusions and Conditions

Customer Information

How to contact us to make a claim

Commercial Claims Team 0330 024 2246

Claims Information

Should you be unfortunate enough to need to make a claim, Covéa Insurance Commercial Claims Team will manage all aspects of the claim for you from the time it is reported.

- Dedicated telephone number 0330 024 224
- By e-mail newclaims2@coveainsurance.co.uk
- In writing to Covéa Insurance Commercial Claims Team, Norman Place. Reading RG1 8DA

Covéa Insurance Commercial Claims Team is a service operated 24 hours a day, 365 days a year by staff trained in managing commercial claims.

They can:

- Take the details of your claim over the phone, in most cases removing the need for completion of an incident report form.
- Help outside normal opening hours with practical advice and assistance.
- Arrange replacement of good lost or stolen using the latest product information.
- Take control of the management of the claim from start to finish.

How to cancel your policy

If you do not want to accept the policy you have the right to cancel it within 14 days from the date of purchase of your policy or the day you receive your policy documentation, whichever is later. To do this you must return the policy documentation to your broker when giving your instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started we will refund the premium for the exact number of days left on the policy, less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on your policy schedule.

No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance. We will also do this if you want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting your broker.

If you cancel your policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, we will not refund any part of the premium. If you have a loan agreement with Covéa Insurance, all outstanding monies must be paid to us as described in your loan agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current period of insurance, we will refund the premium for the exact number of days left on the policy less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on your policy schedule.

For our rights to cancel your policy please see the Our Rights to Cancel the Policy conditions within the General Conditions section of the policy wording.

How to make a complaint – Sections 1-11

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

Alternatively, please contact us using the following details, quoting your Policy or claim number:

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

Telephone: 0330 221 0444

Website: www.coveainsurance.co.uk

Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in Our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at www.coveainsurance.co.uk/complaints.

How to make a complaint – Section 12

Complaints Procedure

If you have a complaint regarding the Commercial Legal Expenses Section, you or your broker should contact:

The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Telephone: 0344 893 9013

Email: customerrelations@das.co.uk

Or by completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

You may be eligible to refer your complaint to the Financial Ombudsman Service. Their contact details are:

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

www.financial-ombudsman.org.uk

email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Covéa Insurance and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme. You/an insured person may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance.

Further information is available from the:

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

Telephone 020 7741 4100

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk



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