



THE MOTOR TRADER POLICY SUMMARY

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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. Cover for vehicles and goods in transit and legal expenses is also available. 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.tradex.com or request a copy from your broker or agent. 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 shared premises, electrical wiring, safety equipment, waste removal, fire protection, tankers, storage of gas cylinders, welding, spray painting, telematics and cameras. 	General exclusions 1, 2, 3, 4, 5, 6, 7 and 8
	11 i)
	11 iii) a), b), c), d) e) and f)
	General conditions 2, 4 and 7 8 – 17 and 27

PART A - 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. 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	Options
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



Vehicles covered and limitations applied	Standard	Options
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 Act 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, court of summary jurisdiction or indictment in a higher court	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 or damage to vehicle by			
- Accidental damage	Included	Not available	Not available
- Fire, lighting, self ignition and explosion	Included	Included	Not available
- Theft or attempted theft or taking the 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)	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

PRINCIPAL EXCLUSIONS, CONDITIONS AND LIMITATIONS

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.)	Driving and the use of vehicles European and foreign use
Death, injury, loss, damage, liability, cost or expense caused by any vehicle and/or attached trailer	Specific exclusions
- 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	1 i), ii), iii) and iv)
- on the Nurburgring Nordschleife or for racing, pacemaking 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.	1 v), vi)
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.	3 and 4
Vehicle limitations applicable to named young and inexperienced drivers.	5
	Section 1 – Third party liability
	Exclusions
Death of or injury to employees other than as required under the Road Traffic Acts and other relevant laws.	1
Loss of or damage to property in your custody or control.	2
Damage to the vehicle itself or any towed vehicle and/or trailer including the contents.	4



Principal exclusions, conditions and limitations – continued

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.	5
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).	Condition
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 repaired or treated as a total loss.	Section 2 – The vehicles, Exclusions 1
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.	2
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.	4
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.	6 and 7
Personally owned vehicles not specifically shown as insured in the schedule.	8
Repossession of personally owned, business or stock vehicles.	9
Damage to tyres by the application of brakes or by punctures, cuts or bursts; loss or damage to vehicles being towed, lifted or transported unless the policy has been extended to include Vehicles and Goods in Transit.	Road risks exclusions 2 and 3
Unless specifically included, vehicles being worked on or loss or damage resulting from such work.	General exclusions 8
Any vehicle being driven by a person under the influence of or addiction to alcohol, drugs, medication or substance known to impair driving ability.	10 iii)
Any act of actual or attempted suicide; wilful, malicious or criminal damage or injury by you or any passenger including road rage.	10 iv)
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.	10 v) and x)
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.	10 vi), vii), viii) and ix)

PART B – LEGAL LIABILITIES (non-motor)

Cover is available for public liability, product liability and sales and service indemnity and employers liability which is compulsory if you have any employees. Optional extensions to the core covers are shown below.

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

Cover options available

Public liability	Product liability and sales and service indemnity	Employers liability
Extended territorial limits Damage to leased or rented premises Tools of trade Application of heat at and away from the trade premises Use of spray painting at the trade premises	Extended territorial limits Merchantable quality	Extended territorial limits Injuries to working partners or proprietors

Principal liability exclusions

Vehicles and other property held in trust by you or under your custody and control.	Specific exclusions 1
The cost of repair or reinstatement of products including motor products; products for USA or Canada	2 and 3
Wrongful advice; intentional acts or omissions.	4 and 5
Cleaning processes and use of chemicals; fungus and allergens.	6 and 10
Stripping, dismantling and storing on the trade premises of wrecks, carcasses, their removed parts and tyres other than in strict accordance with the relevant legislation, regulation and directives.	7
Products in or incorporated into aircraft, aerial devices and watercraft.	8
Fines, penalties and damages.	9

Section 1 - Public liability

This section provides cover to meet your legal obligation to pay damages including costs and expenses for claims made against you by other parties for death, injury or damage to property occurring in connection with your business during the period of insurance in the territorial limits (United Kingdom, Isle of Man and the Channel Islands). Cover extends to include legal defence costs for health and safety at work and data protection breaches, consumer protection and food safety. The standard amount of cover (limit of indemnity) is £1,000,000 for each claim with the option to increase to £2,000,000 or £5,000,000. An excess applies.



Principal vehicle and goods in transit exclusions and conditions – continued

<p>Loss of or damage to</p> <ul style="list-style-type: none"> - fuel, oil, money, stamps, electronic and audio equipment and associated goods, precious metals, gems and jewellery, cigarettes and alcohol, non-ferrous metals, explosives - tools in or on the business vehicle or trailer unless from a permanently fixed and securely locked box - vehicles, plant and equipment, tools, stock and trailers subject to any Road Traffic legislation or regulation; vehicles operated under their own power - goods at the trade premises. <p>Death, injury to or loss of any living creature.</p> <p>If the sums insured do not represent the full value of the insured trailers, vehicles, plant, equipment, tools and stock, the amount payable in the event of a claim will be proportionally reduced.</p> <p>Theft from unattended vehicles, trailers, plant and equipment if</p> <ul style="list-style-type: none"> - reasonable precautions have not been taken to protect the vehicle, trailer and/or its contents; keys have not been removed and securely stowed; all windows and doors have not been securely locked; all security devices are not fully operational including those relating specifically to motorcycles, mopeds and quad bikes - the trailer is not secured to the vehicle with an appropriate locking device or, if not attached, fitted with a heavy duty hitch lock and wheel clamp; tools are not in a locked tool box permanently secured to the vehicle or trailer; removable or partly removable accessories and in-vehicle equipment are visible - not accompanied by forcible and violent entry or exit. <p>Theft from unattended vehicles and trailers where the specific security requirements and storage conditions imposed have not been complied with fully.</p>	<p>3 a)</p> <p>3 b)</p> <p>3 c) and d)</p> <p>3 e)</p> <p>4</p> <p>Specific conditions</p> <p>1</p> <p>2 i), ii), iii), iv) and v)</p> <p>vi), vii) and viii)</p> <p>ix)</p> <p>Specific additional security requirements and exclusions</p>
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PART D – LEGAL EXPENSES

The schedule will show whether this part of the policy is in force

Cover under this part of the policy will pay the legal costs and expenses, including the cost of appeals, following the Insured Events detailed below occurring in the specified territorial limits up to the stated limits for any one claim and in all in any one period of insurance provided that

- *the claim always has reasonable prospects of success*
- *you enter into a conditional fee agreement with the appointed advisor for claims to be decided in England and Wales other than in the small claims court*
- *you are free to choose your own advisor but*
 - *for claims falling within the small claims court limits and/or before proceedings are issued, you should use our nominated appointed advisor*
 - *we must approve your choice of advisor before you confirm the appointment*
 - *the appointed advisor agrees to act under our standard terms of business*
- *proceedings are dealt with by an agreed court or other body in the territorial limits.*

Principal exclusions and conditions

<p>Claims will be declined if costs are incurred without our written permission; the appointed advisor refuses to continue acting for you; you refuse to accept a reasonable offer following advice to do so; you withdraw or attempt to negotiate or settle a claim without written agreement.</p> <p>There is no cover for fines, penalties or compensation you have to pay.</p> <p>Legal proceedings between any person insured by the policy; disputes between you, us or your insurance broker and/or agent; costs and expenses insured elsewhere.</p> <p>Disregard for the need to take all steps to avoid, limit or prevent a claim.</p> <p>Judicial reviews, claims or counter claims made against you.</p> <p>Where the appointed advisor is not the one appointed by us, you must, before the appointed advisor begins acting on your behalf, write to us with the name and address and obtain our written approval; unless a conflict of interest has led to the appointment, a £500 excess will be applied.</p>	<p>The cover exclusions</p> <p>i), ii), iii), and iv)</p> <p>v)</p> <p>Specific exclusions</p> <p>1, 2 and 3</p> <p>4</p> <p>6 and 7</p> <p>Specific condition</p> <p>3 ii)</p>
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Insured events

<p>We will, in any one period of insurance, pay</p> <p>Uninsured loss recovery</p> <p>Up to £25,000 plus VAT to pursue a claim or legal action for negligence against an identifiable third party or a compensator where an event causes damage to the vehicle and/or personal property in or on the vehicle or attached trailer</p> <ul style="list-style-type: none"> - but not claims arising from or relating to a contract or to defending an action; any claim under £500 for loss of or damage unless we are making a recovery in which case the amount will be added to the claim; where we have refused the claim under Part A - Motor - subject to your not taking any action to recover your uninsured losses until you hear from us - where the accident was not your fault, our appointed advisor will contact you to act on your behalf to recover your uninsured losses and to make provision for a replacement vehicle. 	<p>Insured Event 1</p>
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Insured events – continued

Injury

Up to £25,000 plus VAT to pursue a claim or legal action for negligence against an identifiable third party or a compensator where an event causes you injury whilst in, on or getting into or out of a vehicle
 - but not claims arising from or relating to a contract or to defending an action or where we have refused a claim under Part A - Motor.

Motoring prosecutions

Up to £5,000 plus VAT to defend a motoring prosecution brought against you
 - but not a prosecution brought for driving without insurance or appropriate valid licence; vehicle use not shown as covered in the schedule or certificate of insurance; parking offences or an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amending legislation; any wilful, deliberate, malicious or criminal act including road rage.

Motor contract disputes

Up to £10,000 plus VAT where a dispute arises out of an agreement or alleged agreement entered into by you in respect of a motor vehicle
 - but not an agreement for a loan, credit, hire purchase, self-drive hire, policy of insurance or any other financial product; relating to your profession, employment or a venture for gain other than the insured business; any claim where the amount in dispute is under £500.

Insured Event 2

Insured Event 3

Insured Event 4

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 immediately 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
- Via our website www.tradex.com/mypolicy
Our preferred method carrying no policy charge
 - By post or email to us, your broker or agent
A policy charge may be levied

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 at www.tradex.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. A policy charge of up to £35 plus Insurance Premium Tax will also be levied.

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
- until we have received the current certificates of motor insurance, cover notes and/or employers liability certificate
- if the period of insurance is less than 12 months.

The basis for calculating premium refunds will be

Part A – 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

Parts B – Legal liabilities and **C – Vehicles and goods in transit**, a pro-rata refund of premium.

Part D – Legal expenses, no refund.

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.

In all instances a policy charge of £35 plus Insurance Premium Tax will be levied.

Full cancellation conditions and procedures are detailed in the policy.



Complaints procedure

Complaints should be advised as soon as possible to your usual contact. If this is your broker, adviser or agent they will take up the complaint with us on your behalf. If insured directly with us, please write to

The Compliance Officer, Tradex Insurance Company Limited, Victory House, 7 Selsdon Way, London E14 9GL
or telephone 0207 001 9200.

If we cannot resolve your complaint immediately, we will acknowledge it within 5 working days. It will then be investigated. Our aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time we will inform you and give reasons for the further delay and indicate when we expect to give a final response. If you remain unhappy, you should contact

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Tel. from landline: 0800 023 4567 Tel. from mobile: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk.

Reporting claims

Claims can be reported

- to the First Response Helpline on **0845 373 1300**
- by email to newclaims@tradex.com

ALL incidents should be reported as soon as possible and in any event within 14 days. However, if a "black box", camera, CCTV recording system and/or telematics is fitted to your vehicle you must, within 7 days of an incident, provide us with all records, footage and/or memory cards.

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

Important note:

All incidents which may give rise to a claim for compensation from third parties, MUST be advised to us within 14 days of discovery. 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.tradex.com, obtained from your broker, your agent or directly from us.

If Windscreen claims are covered, telephone **0800 36 36 36**

- 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

Tradex Insurance Company Limited 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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