

# What you should know: Motor Trade

Home / Travel / Motor / Marine / Business



## Welcome to **Motor Trade Insurance**

This document provides a summary of our Motor Trade Select insurance's main features including key exclusions and obligations.

It's not personalised to your individual needs in any way and does not form part of your contract with us.

To help you make the right decision for your business, we've highlighted the essentials we think are important. However, your cover will depend on your circumstances and choices. Full details of your chosen cover will be provided in your policy documentation.

We recommend you keep this brochure with your policy documents for future reference.

Businesses face various risks – from storm damage, flood and fire, to loss of income due to business interruption, and liability for injury to customers or employees. There are also risks specific to your business, such as road risks – risks your Insurance Broker will help you identify and manage.

With our Motor Trade Select policy, you can protect yourself, your employees, and your business assets. It's flexible too, so you can choose cover that meets your business needs now and in future.

#### We cover you for:

- **1**. Motor Trade Road Risks
- 2. Employers' Liability
- 3. Public and Product Liability
- 4. Property
- 5. Business Interruption
- 6. Money and Malicious Attack

Additional covers that you can choose include:

You should read your

policy documents carefully, to make

your needs and that

- Goods in Transit
- Commercial Legal Expenses
- Terrorism

You can also choose what you want to insure against, including fire, flood, storm damage, escape of water, theft, terrorism, breakage of fixed glass and accidental damage (this is not an exhaustive list).

#### Underinsurance:

Underinsurance occurs when you don't have the right level of insurance to meet the needs of your business. If it's wrong, it could impact the amount you're paid if you make a claim. You should regularly assess how much insurance you need, to take account of acquisitions or alterations. For example, changes to machinery and equipment or stock levels. If you're not sure, ask your Insurance Broker.



## Motor Trade - Road Risks

This covers vehicles belonging to you and your customers, with you for MOT testing, servicing, maintenance or sales, including driving and moving them as part of your day-to-day motor trade activities.

Cover can be arranged on a Comprehensive, Third Party Fire and Theft or Third Party Only basis. You can tailor your cover to meet your business needs, for example, to include social, domestic and pleasure use and courtesy vehicles.

What is covered	What is not covered
<ul> <li>Damage to the vehicle Loss or damage to an insured vehicle. </li> <li>Including: <ul> <li>New car replacement if a vehicle owned from new and is less than a year old is stolen or damaged and repairs would cost more than 60% of the list price (conditions apply) </li> <li>Replacement keys and locks if the keys are stolen, up to £25,000 </li> <li>Loss of use of a customer's vehicle following</li> <li>damage, causing them to incur additional costs, up</li> <li>to £10,000 per loss (and up to £50,000 per year).</li> </ul> </li> </ul>	<ul> <li>Wear and tear, depreciation or loss of use</li> <li>Theft caused by one of your employees</li> <li>Reduction in market value as a result of repair</li> <li>Damage while the vehicle is being driven by anyone not permitted to drive on the Certificate of Insurance.</li> </ul>
<ul> <li>Liability to the Public</li> <li>Your legal liability for injury to the public, up to any amount</li> <li>Your legal liability for damage to their property, up to £5 million.</li> <li>Including:</li> <li>Emergency treatment fees required by the Road Traffic Acts.</li> </ul>	<ul> <li>Damage to property being worked on</li> <li>Injury to employees unless required by the Road Traffic Act</li> <li>Injury or damage while the vehicle is being driven by anyone not permitted to drive on the Certificate of Insurance.</li> </ul>
Customer Personal Effects Loss or damage to customers personal effects while they're in the vehicle, up to £500.	
<b>EU Compulsory</b> Provides the compulsory minimum insurance required by other countries in the European Union.	
European Travel Extends your current vehicle cover to include certain European countries.	
Motor Legal Protection	• Any claims while the vehicle is being used by

anyone without valid motor insuranceProsecutions for parking offences.

Cover for legal costs up to £100,000 to pursue or defend:

- motor contract disputes
- motoring prosecutions
- uninsured loss recovery.

**Employers Liability** 

This cover protects you and your business if you are held legally liable for injury or illness to employees due to their work. As an employer, you have a legal responsibility to buy employers' liability insurance.

We provide £10 million as standard, but higher limits are available.

#### What is covered

Damages arising from injury and illness to employees, including while working abroad for up to 60 consecutive days.

#### What is not covered

Injury arising from any vehicles requiring compulsory motor insurance
Work involving asbestos, unless exposure is unintentional or accidental.

#### Including:

- Injury to any working partner or proprietor caused by the negligence of another working partner, proprietor or employee
- Costs to defend proceedings against you under legislation relating to:
- corporate manslaughter
- health and safety
- Injury arising from private work an employee
- does for you or any director.

## Public & Product Liability

This cover protects your business if you or your employees are held legally liable for accidental injury to clients, customers or the public, or for damage to their property. Our normal cover is £2.5 million or you can choose higher limits to meet the specific needs of

#### What is covered

your business or clients.

#### What is not covered

• Injury to any employees – this is specifically covered by Employers' Liability insurance, which is

a legal requirement if you have employeesLiability arising from pollution other than that

caused by a sudden and unexpected incident

• Liability arising from any vehicles for which

compulsory motor insurance is requiredProfessional advice given for a fee.

#### Public Liability

Damages arising from injury to the public or damage to their property.

#### Product Liability

Damages arising from injury to the public or damage to their property, caused by your products.

#### Including:

- Costs to defend proceedings against you under legislation relating to:
- corporate manslaughter
- health and safety
- data protection, up to £500,000
- defective premises
- food safety and consumer protection
- Damages following sale or supply of a vehicle or parts not of a satisfactory quality or fit for purpose, up to £25,000
- Loss of use of a damaged vehicle up to £10,000 per incident and £50,000 per year.

#### Your Obligations

• If you're using equipment that involves the application of heat, you must take appropriate precautions.



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## Property

This is comprehensive cover for buildings, contents and stock at your business premises. You can protect these against damage caused by common risks such as fire, flood, storm or escape of water. You can also protect contents and stock away from your premises. You can tailor your cover to meet your business needs.

#### What is covered

#### What is not covered

Loss or damage to your property caused by the events you've chosen to insure against.

#### Including:

- Seasonal increase of 25% for stock during February, March, August and September
- Damage to buildings following theft or attempted theft
- Locating an escape of water or oil, and repairing damage caused by the search, up to £25,000 for each loss
- Fuel spillage clean up costs, up to £25,000
- Property temporarily removed from your premises for up to 21 consecutive days, for alteration, cleaning or repair, or at trade exhibitions, up to 10% of the sum insured or a maximum of E50,000
- New car replacement if a vehicle owned from new and is less than a year old is stolen or damaged and repairs would cost more than 60% of the list price (conditions apply)
- Customers' goods, if you're responsible for them
- Loss of metered water following damage to fixed pipes, apparatus or tanks, up to £10,000 for each loss
- Accidental breakage of fixed glass and sanitary ware
- If keys are stolen, the cost of replacing locks to your buildings, up to £2,500
- $\bullet$  Reinstatement of computer software following damage to equipment, up to £25,000
- If a customer cancels a contract for undelivered goods which are damaged, we will pay the contract price.

#### Your Obligations

• If any of your buildings are going to be unoccupied for more than 30 days in a row, you must tell us straight away. If we agree to continue cover, you must:

- Turn off mains services, other than security, fire alarms and safety systems
- Meet any security requirements and properly secure the property
- Check the property weekly and put right defects
- Remove any combustible materials and keep the building in a good state of repair.

- Gradual deterioration
- Storm damage to portable property left in the open
- Theft of property left in the open
- Theft not involving a break in
- Damage caused by bursting of steam pressurised apparatus, other than boilers for heating your premises
- Customers goods if they're insured elsewhere
  Computer breakdown unless optional cover is chosen
- Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.

## **Business Interruption**

You can protect your business and your relationships with clients and suppliers if you're unable to trade because of an unexpected event such as damage to your property caused by fire or flood, even unforeseen circumstances affecting your suppliers.

You can choose an indemnity period up to 36 months. You'll need to think carefully about how long it might take your business to recover to current trading levels. Factors can include:

- If you can't supply your customers and they go elsewhere, how long will it take to win them back?
- How long would it take to repair or replace specialist machinery or plant?
- If your premises need repairing or rebuilding, how long would it take to get planning permission?

Getting your business back on track is a balance of the sum insured and the right indemnity period. You can choose to cover loss of gross profit or loss of income.

#### What is covered

Loss of income or gross profit due to damage to property you use at your premises.

#### Including:

- Losses due to damage at the premises of your customers or suppliers, up to 15% of the sum insured as standard (maximum of £1 million)
- Damage to nearby property that hinders access to your premises
- Damage to property at any trade exhibition, up to £25,000
- Property stored elsewhere, up to £100,000.

#### **Optional Extensions**

- Loss of MOT licence
- Computer equipment breakdown for more than 48 hours
- Loss arising from sudden and unforeseen damage to machinery, including breakdown.

- All losses if there hasn't been an insured property claim (it doesn't have to be with us)
- Losses excluded under the Property section

What is not covered

• Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.

## Money & Malicious Attack

Your money is protected against loss or theft at your premises and whilst you take it to the bank. If you or your employees aged 16 to 70 are assaulted whilst working, it will provide a range of lump sums and weekly benefits for death or disability.

What is	s covered
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#### What is not covered

• Losses arising from:

- dishonest employees

- clerical or accounting errors

Pre-existing health conditions

Money taken from an unattended vehicle

• Forgery or fraudulent use of a computer or

• Losses arising from any pandemic or epidemic

from any coronavirus or mutation or variation of a

involving an infectious disease in humans, or

- Loss or theft of money on your premises during business hours, and while being taken to the bank or in a safe on your premises overnight, up to £5,000
- Damage resulting from theft or attempted theft to safes, tills or any items used for carrying money
- If you or any employee die or are disabled by
- an assault, we provide a cash benefit:
- £10,000 for death, loss of limbs, sight, speech or hearing, or permanent total disability
- £100 per week temporary total disability
- £50 per week temporary partial disability.
- for up to 104 weeks

#### Including:

- Unauthorised use of any credit, cheque, bank or cash card, up to £10,000
- Loss of personal possessions or money, up to £100 for personal money (£500 in total)
- Professional counselling after an attack, up to
- £1,000 per person (£5,000 in total).

#### Your Obligations

- Meet any security requirements and remove keys from the premises when closed or left unattended.
- Keep a complete record of your money, in a secure place separate from the money
- Make sure that when money is in transit and exceeds:
- £5,000, it is accompanied by at least 2 adults
- £7,500, it is accompanied by at least 3 adults
- £10,000, it is transported by a professional security firm or cash-carrying company.

## Goods in Transit

Protect your goods whilst in transit in your vehicles.

What is covered	What is not covered
Loss or damage to your property while it's in transit.	<ul> <li>Theft from an unattended vehicle, unless locked keys removed and there is forcible entry</li> <li>Electrical or mechanical breakdown</li> </ul>
<ul> <li>Including:</li> <li>Additional costs to remove debris after an accident</li> <li>Drivers' personal effects (other than money), up to £500</li> <li>Containers you don't own but are responsible for, up to £10,000 for each container</li> <li>Sheets and ropes, up to £10,000.</li> </ul>	<ul> <li>Clerical errors or omissions, or delivery to the wrong consignee</li> <li>Inadequate packing, exposure to weather conditions, contamination, or wear and tear</li> <li>Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.</li> </ul>

#### Your Obligations

each container.

**Optional Extensions** 

• Containers you own or lease, up to £10,000 for

• If you are carrying theft attractive property, you must comply with any additional security measures we may require.



## **Commercial Legal Expenses**

Legal disputes can stretch the resources of any business. They can be complicated, costly and time consuming.

We can help protect your business and employees during legal disputes, providing a specialist lawyer to advise and support you, and cover against legal costs, up to £100,000.

You also have unlimited access to our legal advice helpline, an employee counselling service and a tax advice service, as well as an online employment manual providing up-to-date guidance on employment law.

We have partnered with DAS, the market leader in Legal Expenses insurance, to administer claims on our behalf.

#### What is covered

#### What is not covered

The cost of legal representation to defend your legal rights, and any agreed compensation awards.

#### Including:

- Employment disputes and compensation
  Property protection against civil disputes involving property damage, legal nuisance or trespass
- Defending your legal rights if your normal business activities result in criminal proceedings against you, such as with Police, Health and Safety Executive, or Information Commissioner
- Contract disputes relating to the supply of goods and services
- Tax protection, including tax or VAT enquiries by HMRC
- Debt recovery when your normal credit control procedures are exhausted
- Statutory licence appeals where a business licence has been revoked or amended affecting your ability to trade.

- Cases where there is no reasonable prospect of a successful outcome
- Costs and legal action that haven't been agreed in advance
- Disputes that began before the cover started
- Court awards and fines
- Intellectual property rights.

## Terrorism

This protects your business against property damage and interruption caused by acts of terrorism in England, Scotland and Wales.

What is not covered

denial of service.

• Riot, civil commotion or war

· Cyber attack including hacking, phishing and

Wha	it is covered
	perty, Money and Malicious Attack, tractors' All Risks, Goods in Transit

Damage resulting from terrorism.

#### **Business Interruption**

Loss of income and additional cost of working due to damage caused by terrorism.



## **Additional Information**

#### Paying the Premium

You can pay your premium annually by bank transfer, cheque, debit or credit card. Or you can pay monthly by direct debit, subject to a surcharge.

Plus, there's no admin fee for making changes to your policy.

#### When does the cover start and end?

Your policy will normally run for 12 months. The start and end date of your insurance cover will be stated in your policy schedule. The policy is renewable each year.

#### Cancelling the Contract

You can cancel your policy at any time. Just call us or write to us. If you haven't made a claim, we'll refund part of your premium in most cases.

#### **Geographical Limits**

This policy covers you in the UK, the Channel Islands and the Isle of Man, unless your policy documents say otherwise.

#### **Key Exclusions**

• Any excess, which is the amount you'll have to pay towards a claim. Your policy documents show where these apply.

• Loss of market value of the insured goods or property, beyond the cost of repair, replacement or reinstatement.

• Terrorism, unless you have specifically selected the option of terrorism cover.

• Loss or damage arising from cyber attacks or cyber terrorism, including hacking, phishing and denial of service.

The advice we give you and cover we provide is based on what you tell us about your business. So it's important that you give us full and accurate information.

#### Your Obligations

All insurance policies include terms and conditions, which you need to comply with. You'll find these in your policy documentation, and we've provided a summary here:

1. Tell us of any changes affecting your business. If you're unsure whether we need to know about a particular change, tell us anyway and we'll let you know if it affects your insurance.

2. Pay the premium, and tell us about any incidents that may lead to a claim as soon as possible.

3. Your premium is based on estimates you've provided. You must ensure these are based on reasonable and objective grounds, according to established commercial practices.

4. You must take reasonable steps to:

prevent any accidents, injury, loss or damage
 protect your property and maintain it in good condition

- take reasonable care in recruiting and supervising employees.

5. There are some high risk sites and activities that we do not insure. Your Insurance Broker will ask you about your business operations and you must provide full details.

#### Privacy Policy

To find out more about how we use your personal information and your rights, please view the privacy policy on our website: www.islands.insure/privacy-policy/ We recommend you keep this brochure with your policy documents for future reference. If you'd like this document in large print, braille or audio, just contact us.



#### Thank you for choosing Islands Insurance and NFU Mutual.

#### Jersey

M J Touzel (Insurance Brokers) Ltd, Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ

## Guernsey

The Islands Insurance Brokers Ltd, PO Box 449, Lancaster Court, Forest Lane, St Peter Port, Guernsey, GY1 3ZZ

## Alderney

The Islands Insurance Brokers Ltd, 17 Victoria Street, Alderney, GY9 3TA

## www.islands.je 01534 835383 insure@islands.je

www.islands.gg 01481 710731 insure@islands.gg www.islands.gg 01481 824100 alderney@islands.gg

#### Jersey

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#### **Guernsey & Alderney**

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