

Motor Trade

Summary of Cover

This document is a summary of the insurance cover provided by the Motor Trade policy and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the policy in the policy booklet. This summary is provided to you for information purposes only and does not form part of your insurance contract.

Our Motor Trade policy provides a package of covers and includes as standard the following compulsory sections:

- Material damage, including embedded Engineering Equipment Breakdown cover
- · Road Risks
- Public and Products Liability
- Legal Expenses

Other sections are optional allowing you to choose the covers required to meet the needs of your business. Within each section we have indicated the standard cover which applies if the section is in force. We also show the optional covers that you can choose to extend your cover, or increase the limit of indemnity.

Motor Trade Summary of Cover Section 1 - Material Damage Standard cover Cover **Optional cover** 'All risks' cover subject to certain exclusions Theft not involving forcible and violent entry or exit from your premises Replacement values of buildings and Sum insured nominated by you contents (including debris removal, architects and surveyors fees and the costs incurred in complying with EEC and public authority requirements) Stock of vehicles and customer vehicles on Sum insured nominated by you market value basis Stock (including tobacco, cigarettes, wines, Sum insured nominated by you spirits, clothing, in-vehicle entertainment and satellite navigation equipment, CDs, DVDs and digital music players and mobile phones - up to £5,000 any one loss) Subsidence, ground heave or landslip Cover for machinery, plant and all other Sum insured nominated by you contents (includes computer system records but only the cost of materials, clerical labour and time up to £10,000 any one loss and £25,000 any one period of insurance) Temporary removal of property insured 10% of the item sum insured or (excluding vehicles) £25,000 whichever is the lower Replacement of locks and keys for Up to £10,000 any one loss and £50,000 motor vehicles any one period of insurance Commercial loads of customers' vehicles Up to £100,000 any one vehicle and £300,000 any one period of insurance

Section 1 – Material Damage (continued)

Cover	Standard cover	Optional cover
Contents of customers' vehicles	Up to £5,000	
Property in transit by road, rail, air or sea	Up to £5,000 any one loss	
Contract sale price for stock and motor vehicles, damaged, not yet delivered and your responsibility	✓	
Financial loss for new vehicles if you have to discount the sale price following a declaration of damage to a prospective purchaser	Up to £5,000 any one insured vehicle and £25,000 any one loss	
New for old vehicle replacement of own and customer's vehicles less than 12 months old (conditions apply)	✓	
Theft of building fabric including resultant rainwater damage to contents	√	
Seasonal increase on own vehicles	30% of sum insured during February, March, August and September	
Exhibitions	Up to £10,000 any one claim	
Landscaped grounds	Up to £10,000 any one claim	
Employees tools whilst away from the premises	Up to £3,500 any one employee	
Loss of metered water	Up to £10,000 any one period of insurance	
Trace and access	Up to £10,000 any one period of insurance	
Fire extinguishing expenses	Up to £10,000 any one claim	

Section 2 – Selected All Risks – Optional

Cover	Standard cover	Optional cover
Replacement value of specified items at your option	Sum insured nominated by you	
'All risks' cover subject to certain exclusions	√	
Cover available at your option for: a) premises only b) Great Britain c) anywhere in Europe d) worldwide	✓	

Section 3 - Money, Assault and Wrongful Conversion - Optional

Cover	Standard cover	Optional cover
Loss of money		
 Premises during business hours, in transit and in a bank night safe 	Sum insured nominated by you	
 Premises out of business hours 	£1,000 in safe / £500 out of safe	
 Business owner or authorised employee residence 	£500	
• Crossed cheques and non negotiable money	£250,000	
Money in transit and on the premises is automatically increased during any UK bank holiday	Increase of 25% of sum insured	
Bodily injury to you or your employees as a result of an accident caused by theft or attempted theft	One unit representing:	Additional units up to a maximum of three are
1. Death	£10,000	available on
2. Loss of or loss of use of one or more limbs or loss of sight in one or both eyes	£10,000	request
3. Permanent total disablement	£10,000	
4. Temporary total disablement	£100 per week for up to 104 weeks	
Temporary partial disablement	£50 per week for up to 104 weeks	
6. Medical expenses	£500	_
Wrongful conversion to protect you against loss following the purchase of a vehicle from someone who is not the true owner		/

Section 4 – Goods in Transit – Own Goods – Optional

Cover	Standard cover	Optional cover
'All risks' cover subject to certain exclusions	√	
Loss or damage to property in transit including loading and unloading and expenses incurred in debris removal, transfer and reloading or re-securing of the load	✓	
Loss or damage to tarpaulins, ropes, sheets etc	√	
Driver's personal effects while left in the vehicle	£100	
Temporary cover for property carried by any road vehicle to be permanently added (up to £2,000) and temporary vehicle substitutions	✓	
Property removed from the vehicle temporarily to a hotel, stockroom or private dwelling		√
Loss of or damage to property on approval with customers		Up to £20,000 any one event
Loss or damage to property with customers on demonstration		Up to £20,000 any one event

Section 5 - Road Risks

Cover	Comprehensive	Semi- comprehensive	Third party, fire and theft	Third party only
Legal liability for death or injury to other people – unlimited amount	√	√	√	√
Legal liability for damage to other people's property - £10,000,000 limit	√	√	✓	√
Legal fees and expenses to defend a charge of manslaughter or causing death by dangerous driving – unlimited in amount	√	✓	√	√
Legal fees and expenses under Health and Safety at work legislation – unlimited in amount	√	√	✓	√
Legal fees and expenses for Corporate Manslaughter and Corporate Homicide – £5,000,000 limit	√	√	√	√
Loss or damage to any insured vehicle (including its fixed accessories, plant and equipment) owned by you or in your custody or control including any of your sub-contractors		Limited to the cost of parts and sundries following damage to own vehicles, you being responsible for labour costs. Comprehensive cover applies to customers vehicles and all total loss claims	If damaged as a result of: fire, self ignition, lightning, explosion, theft or attempted theft	
New for old vehicle replacement of own and customer's vehicles less than 12 months old (conditions apply)	√	√	Damage caused by fire or theft only	
Replacement of vehicle locks and keys up to £10,000 any one loss and £50,000 any one period of insurance	<i>y</i>	✓	√	
Contents of customers' vehicles up to £5,000 any one loss	<i>y</i>	<i></i>	Damage caused by fire or theft only	

Section 5 - Road Risks (continued)

Cover	Comprehensive	Semi- comprehensive	Third party, fire and theft	Third party only
Financial loss – new vehicles up to £5,000 any one insured vehicle £25,000 any one event	√	✓	Damage caused by fire or theft only	
Contract sale price for motor vehicles, damaged, not yet delivered and which remain your responsibility	✓	✓	Damage caused by fire or theft only	
Emergency treatment fees	√	√	√	√
Contingent motor liability	√	√	√	√
Legal liability for consequential loss following loss of use of customers' vehicles up to £50,000 any one loss	√	✓	√	✓
Third party only cover whilst driving other vehicles for social, domestic and pleasure purposes	✓	✓	√	✓
Windscreen cover, including any resulting scratched bodywork	√	√		
Attached trailers	√	√	√	
Cover is automatically extended to meet the minimum road traffic legal requirements of any EU member country whilst driving in or travelling between them	✓	✓	√	✓
Policy cover for social, domestic and pleasure EU foreign travel	√	✓	✓	✓
Uninsured loss recovery and motor prosecution defence costs up to £100,000	√	✓	✓	✓

Section 6 – Business Interruption and Loss of Licence – Optional

Cover	Standard cover	Optional cover
Loss of business income resulting from:		
Damage covered under Material Damage or Road Risks	√	
Outstanding debts where business accounts are lost due to damage covered under Material Damage	Up to £50,000	Higher limits available on request
Prevention of access to the premises as a result of damage to other premises in the vicinity	✓	
Damage at a supplier's premises	Up to 25% of the sum insured or one of the following amounts whichever is the lower:	
	• UK only £2.5m	
	 Other EU Countries £1m 	
	 Worldwide £250,000 (limited to loss caused by fire, aircraft and explosion) 	
Damage at a customer's premises	Up to 15% of the sum insured or £1m whichever is the lower	
Accidental failure of public utility supplier's premises including terminal ends	Up to £1m	
Damage to property stored anywhere in the policy territories	Up to 15% of the sum insured or £1m whichever is the lower	
Damage at any exhibition site	Up to 15% of the sum insured or £1m whichever is the lower	
Suspension or withdrawal of your MOT testing licence		Maximum limit of £1m

Section 7 – Equipment Breakdown

Cover	Standard cover	Optional cover
Breakdown of covered equipment	√	
Temporary repair expenses for covered equipment	Up to £20,000	
Hire of substitute equipment following a loss	Up to £5,000	
Breakdown of computer equipment including:	Up to £100,000	
 Reinstatement of data Increased cost of working 	Up to £25,000 Up to £25,000 any one period of insurance	
Damage to own surrounding property following explosion or collapse	Up to £1m	
Hazardous substances – contamination costs	Up to £10,000	
Loss of business income following accident to covered equipment and computer equipment	Up to £30,000 where Section 6 – Business Interruption is in force	
Section 8 – Computer Insurance – Optional		
Cover	Standard cover	Optional cover
Loss destruction or damage to computer equipment	Sum insured nominated by you	
Reinstatement of data	Sum insured nominated by you	
Cover whilst in transit or abroad	10% of sum insured or £100,000 whichever is lower	
Theft from unattended vehicles	Up to £5,000 any one loss	
Temporary repairs, or expediting the repair, reinstatement or replacement of insured items	10% of the cost of loss or £50,000 whichever is lower	
1	WillChevel is lower	
Automatic cover for additional computer equipment	10% of sum insured or up to £250,000 at any one premises whichever is lower	
Automatic cover for additional computer	10% of sum insured or up to £250,000	
Automatic cover for additional computer equipment Costs incurred in taking exceptional	10% of sum insured or up to £250,000 at any one premises whichever is lower 10% of sum insured or £50,000	
Automatic cover for additional computer equipment Costs incurred in taking exceptional measures to prevent impending damage Costs incurred to locate and remove	10% of sum insured or up to £250,000 at any one premises whichever is lower 10% of sum insured or £50,000 whichever is lower 10% of sum insured or £5,000	

Section 9 - Public and Products Liability

Cover	Standard cover	Optional cover
Public Liability – legal liability (and associated costs) for accidental injury, loss of or damage to material property, nuisance or wrongful arrest	£5m any one event	Other limits are available on request

Section 9 - Public and Products Liability (continued)

Cover	Standard cover	Optional cover
Products Liability – legal liability (and associated costs) for accidental injury, loss of or damage to material property caused by any products supplied	£5m any one period of insurance	Other limits are available on request
Cover for legal costs and expenses under the Health and Safety at Work etc Act 1974 and Corporate Manslaughter and Corporate Homicide	Up to £1m any one period of insurance for Corporate Manslaughter and Corporate Homicide	
Cover for legal costs and expenses under the Consumer Protection and Food Safety Acts	✓	
Cover for pollution which is sudden, identifiable and unintended	✓	
Legal liability for financial loss sustained by a customer arising from products supplied which are not of merchantable quality	Up to £250,000 any one Period of Insurance	
Compensation payable under the Data Protection Act	Up to £250,000 any one Period of Insurance	
Defective workmanship to vehicles	✓	
Legal liability for a customer's consequential loss following loss of use of customer's vehicle	Up to £50,000 any one loss	
Section 10 – Employers Liability – Optional		
Cover	Standard cover	Optional cover
Employers Liability	£10m	Higher limits
		available on
Injury to working partners	√	
Injury to working partners Section 11 – Terrorism – Optional	✓	available on
	✓ Standard cover	available on
Section 11 – Terrorism – Optional		available on request
Section 11 – Terrorism – Optional Cover Terrorism		available on request Optional cover
Section 11 – Terrorism – Optional Cover		available on request Optional cover
Section 11 – Terrorism – Optional Cover Terrorism Section 12 – Legal expenses	Standard cover	available on request Optional cover ✓

Section 13 – Personal Accident and Sickness – Optional

Cover	Standard cover	Optional cover
 Cover available at your option for: Group personal accident – occupational injuries only Group personal accident – 24 hour basis Group personal accident and sickness – 24 hour basis 		
Bodily injury caused by violent, accidental, external and visible means resulting directly and independently of any other cause within 24 months in Death Loss of or loss of use of limbs Total and irrecoverable loss of sight in one or both eyes, hearing or speech Permanent total disablement Total disablement	Up to agreed: lump sum benefit lump sum benefit lump sum benefit lump sum benefit weekly benefit weekly benefit	
Sickness or disease resulting within 24 months of its commencement in loss of • Sight in both eyes • Total and permanent paralysis of two limbs • Total disablement for not less than seven days where weekly benefits are payable monthly for up to 30 weeks.		Up to agreed: lump sum lump sum weekly benefit
Disappearance – If the insured person has been missing for more than 12 months	In accordance to the death benefit	
The insured person being subject to hi-jack, kidnap or unlawful detention	£50 per day up to a maximum of 30 days any one claim	
Section 14 - Engineering Inspection - Option	al	
Cover	Standard cover	Optional cover
Statutory engineering inspection of your plant and equipment		✓

Motor Trade Summary of Cover <i>continued</i>	
Significant or unusual conditions, exclusions and limitations	Section applied to
Theft (excluding motor vehicles at the premises) must involve entry to or exit from the premises by forcible and violent means	Material Damage and Selected All Risks
Excludes failure of welds, cracking, fracturing, collapse or overheating of boilers/economisers	Material Damage
Gradually operating causes are excluded	Material Damage
Mechanical or electrical breakdown of machinery is excluded	Material Damage
Faulty or defective workmanship, operational error or omission is excluded	Material Damage
Excludes work undertaken on railway locomotives, rolling stock, watercraft, aircraft	Material Damage
Theft by deception if voluntarily parts with title or rights of ownership is excluded	Material Damage
Unoccupied buildings (special terms apply)	Material Damage
Fraud or dishonesty of employees unless discovered within 14 working days of the event	Money, Assault and Wrongful Conversion
Loss of money from unattended motor vehicles is excluded	Money, Assault and Wrongful Conversion
Natural deterioration or deterioration of property in frozen, chilled or insulated conditions is excluded unless caused by fire, accident (but not breakdown) to the conveying vehicle, theft or attempted theft	Goods in Transit – Own Goods
Excludes loss or damage to property on approval with customers whilst in use	Goods in Transit – Own Goods
Loss or damage to property during the demonstration itself at customer's premises is excluded	Goods in Transit – Own Goods
If you wish to extend the policy territories of this section to a country outside of the EU and EU approved countries you must refer to us for consideration. The provision of this cover is at our discretion and will be subject to an additional premium	Road Risks
Maximum payment is £100 for broken windows or windscreens if the work is not carried out by an authorised service provider	Road Risks
Vehicles not owned by the business including any belonging to employees, relatives and friends are excluded unless such vehicles are temporarily in the custody or control of the business for sale, repair, alteration, testing, servicing, maintenance, cleaning or inspection	Road Risks
Vehicles privately owned or registered by Directors, their spouses or civil partners, or the spouses or civil partners of principals or partners are excluded. Upon request we may agree to extend the insurance policy to cover such vehicles	Road Risks
There is no cover while any insured vehicle is registered and being used or driven outside the policy territories	Road Risks

Significant or unusual conditions, exclusions and limitations	Section applied to	
All liabilities whilst your vehicle is airside on any airport or airfield premises	Road Risks	
Riot or civil commotion occurring in Northern Ireland or outside the policy territories	Road Risks	
In respect of MOT Loss of licence, cover excludes losses as a result of a suspension or warning received during the four weeks immediately following inception of cover	Business Interruption and Loss of Licence	
Liability for reinstatement of data will not include loss of or damage to software	Equipment Breakdown	
Damage resulting from misuse is limited to £100,000	Computer Insurance	
Damage to computer equipment due to breakdown or derangement is excluded	Computer Insurance	
Except for goods in transit, losses resulting from Fire, Lightning, Explosion, Aircraft or other aerial devices, Riot, Civil commotion, Strikers, Locked out workers, Malicious persons, Theft, Earthquake, Storm, Flood, Escape of water and Impact are excluded	Computer Insurance	
Damage to equipment hired, to be hired, sold, being worked upon or transported by you is excluded	Computer Insurance	
Penalties incurred as a result of delay/lack of performance is excluded	Computer Insurance	
In respect of any claim brought in the USA or Canada the limit of indemnity will be the maximum payable inclusive of all costs and expenses	Public and Products Liability	
Liability arising from work on aircraft or at airports or in areas with aircraft access is excluded	Public and Products Liability	
Any work or products supplied and installed that are to be used within aircraft or other aerial devices including nuclear or petrochemical installations or structures is excluded	Public and Products Liability	
Liability is excluded in connection with products supplied with your knowledge for use in the USA or Canada	Public and Products Liability	
Costs of rectifying defects in products sold or supplied is excluded	Public and Products Liability	
Cost of recalling, altering or making refunds in respect of products supplied is excluded	Public and Products Liability	
Liability arising from any design and advice performed separately for a fee is excluded	Public and Products Liability	
This is a 'claims made' insurance. This only covers claims notified by you during the period of insurance	Legal Expenses	

Motor Trade Summary of Cover continued		
Significant or unusual conditions, exclusions and limitations	Section applied to	
Legal expenses incurred in the pursuit of any claim or legal proceedings shall not exceed 75% of the amount in dispute	Legal Expenses – Contract disputes	
Excludes any prosecution arising from HMRC investigations, offences of a sexual nature, criminal damage, alleged dishonesty or the ownership, possession, hiring, driving or use of motor vehicles	Legal Expenses – Criminal prosecution	
Sickness or disease of an insured person that becomes evident in any period of insurance which commences after the insured person has reached the age of 65 is excluded	Personal Accident and Sickness	
Bodily injury, sickness or disease is excluded if it results from any existing defect or chronic or recurring disease, disorder or other condition which you or the insured person knew about in the 12 months prior to the commencement of the first period of insurance or the date that the insured person is included in this insurance	Personal Accident and Sickness	
Sickness or disease contracted outside Europe, USA, Canada Australia or New Zealand is excluded	Personal Accident and Sickness	
The maximum we will pay in total for any one insured person is £500,000 and the maximum we will pay in respect of any one occurrence is £2,000,000	Personal Accident and Sickness	
Any payment made following the disappearance of an insured person will be repaid if the insured person is found to be alive	Personal Accident and Sickness	
Bodily injury, sickness or disease is excluded if it arises from taking a drug which is not lawfully available or prescribed to the person concerned	Personal Accident and Sickness	

Excesses

Details	Amount	Applies to section	
Malicious damage, storm, flood, escape of water, theft, impact by insured's vehicle/animal, accidental damage	£350	Material Damage	
Subsidence minimum excess (optional cover)	£1,000	Material Damage	
Selected all risks – all claims	£250	Selected All Risks	
Goods in transit – all claims	£100 minimum	Goods in Transit – Own Goods	
Money	£300	Money, Assault and Wrongful Conversion	
Assault – personal accident	Nil	Money, Assault and Wrongful Conversion	
Wrongful conversion	20% of each claim or £500 whichever is more	Money, Assault and Wrongful Conversion	
Equipment Breakdown	£350	Equipment Breakdown	
Computer equipment and reinstatement of data	£100	Computer Insurance	
Damage to third party property	£250	Public and Products Liability	
Legal liability for financial loss sustained by a customer for products supplied	10% of each claim or £500 whichever is more	Public and Products Liability	
Contract disputes or statutory licence	£250 any one claim	Legal Expenses	

Excesses for Road Risks

Comprehensive	Semi-comprehensive	Third party, fire and theft	Third party only
Damage – standard excess			
£250 on all claims excluding third party and windscreen claims	£250 on all claims excluding third party and windscreen claims	£250 for fire, theft, attempted theft	

Additional young driver excesses		
£250 for drivers under 21 years of age		
£150 for drivers 21 to 24 years of age inclusive and inexperienced drivers over 25 years of age		
Windscreen claims		
£100 for windscreen replacement		
Nil for windscreen repair		

Policy duration

This is an annually renewable policy.

Law applicable

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

Correct values

Correct values at risk must be advised to us at the start of your cover and at each renewal. If the values are inadequate this will result in the amount we pay you in the event of a claim being reduced.

Policy administration fees condition

We may charge you an administration fee if we

- make any changes to your policy on your behalf
- agree to cancel your policy, or
- are requested to print and re-send your policy documents to you.

We will not make a charge without informing you.

Making a complaint

If you have a complaint about your policy you should contact the agent or AXA office where it was bought. If your complaint relates to a claim on your policy please contact the department dealing with your claim. If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

