

Motor Trade Small Business Policy Summary

Even more choice for the Small Motor Trader



This is a summary of the policy and does not contain the full terms, conditions and exceptions of the cover, which can be found in the policy document.

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It is important that you read the policy document carefully when you receive it.

Name of the insurer

The insurer is Aviva Insurance Limited.

Type of insurance and cover

Our Small Business Motor Trade policy offers you the flexibility to select from a wide range of covers and services to provide you with the protection that your business needs.

Key covers, features and exceptions

This summary provides an overview of the key covers, features and exceptions available within the policy. If you have selected any of these covers they will be itemised in your schedule and full cover details will be set out in your policy document.

Duration of policy

The policy will remain in force for 12 months from date of commencement, or as shown on your policy schedule.

Right of cancellation

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. A full explanation of the cancellation rights can be found in the policy documentation.

How to claim

If you need to make a claim please call our claims line on **0800 051 1704**. Please have your policy number to hand when calling.

For our joint protection telephone calls may be recorded and/or monitored.

Our service to you

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy with this, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact. Full details of our complaints procedure will be set out in your policy document.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may then be entitled to refer it to this independent body. The Financial Ombudsman Service is available to individuals, certain small businesses, charities and trusts.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim.

Covers, features and benefits

Road Risks

- Loss or damage to any insured vehicle while in your custody or control or that of your subcontractors, in connection with your business, while away from your business premises.
- Protection against your legal liability for bodily injury or damage caused by an insured vehicle – unlimited indemnity in respect of injury and £5,000,000 in respect of property damage.
- Cover on a named driver basis for up to 6 drivers
- Cover for a maximum of:
 - 1 Recovery Vehicle (up to 7.5T)
 - 1 Goods Carrying Vehicle used for hire or reward (up to 7.5T)
 - 1 Private Hire Vehicle
 - 5 Other Vehicles
 - 1 Set of Trade Plates

Cover includes:

- legal liability to customers for loss of use of customers' vehicles up to £100,000 or contents of their vehicle up to £250,000 for commercial loads and £5,000 for all other contents
- contractual liability cover
- contingent liability cover
- unauthorised movement of vehicles obstructing the use of insured vehicles
- compensation for court attendance as a witness in connection with any claim under this section
- new replacement vehicle following damage to a qualifying vehicle to an extent greater than 50% of its list price within 12 months of first registration
- replacement locks and keys cover for vehicles limit £50,000 per period of insurance.

Motor Legal Protection

Cover for legal costs and expenses up to £100,000 for you, your passengers or an authorised driver to pursue any personal injury damages or uninsured losses following a motor accident which causes damage to an insured vehicle or death or bodily injury whilst travelling in, or getting into or out of an insured vehicle. Cover also provides up to £10,000 for legal costs for any authorised driver to defend a motoring prosecution.

This cover is administered by RAC Legal Services on our behalf.

Main exceptions and limitations

Please refer to the Road Risks Section of your policy

- Vehicles are subject to an indemnity limit of £30,000 or any higher limit specified in the Policy Schedule.
- Vehicles hired under a hire purchase agreement to partners, directors or employees.
- Vehicle transporters capable of carrying more than two vehicles unless in your custody for service or repair.
- Any vehicle carried by a vehicle transporter capable of carrying more than two vehicles.
- Loss of use other than in respect of customers' vehicles.
- Damage to that part of the vehicle being directly worked upon.
- The first part of any claim for loss or damage to an insured vehicle (your excess).
- Death of or bodily injury to employees other than as required by road traffic legislation.
- Loss, damage or injury caused in, on or about your premises unless required by road traffic legislation.
- Losses where a vehicle is being used or driven other than in accordance with the terms of the Certificate of Motor Insurance.
- Any vehicle being used airside.
- Liability for acts of terrorism other than as required by road traffic legislation.
- Driving tuition
- Vehicles seized due to RTA or MID regulations

Please refer to the Motor Legal Protection Section of your policy

- Legal costs incurred prior to our written acceptance of a claim.
- Any fines, penalties compensation or damages which you are ordered to pay by a court or other authority.
- Any claim deliberately or intentionally caused by you.
- Prosecutions relating to your alleged dishonesty or violent conduct.
- Prosecutions resulting from drink or drug related offences or parking offences.
- Any claim relating to any non-contracting party's rights to enforce all or any part of this section.

Covers, features and benefits

Public and Products Liability

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction. Up to a limit of £5,000,000 in respect of bodily injury and £5,000,000 in respect of property damage. Costs and expenses in addition.

Cover includes:

- contractual liability cover in respect of Public Liability only
- legal costs and expenses in defending prosecutions under health and safety legislation
- Defective Premises Act liability
- personal liability cover for you and your staff whilst overseas on your business
- tenant's liability for loss of or damage to premises which you hire or rent in connection with your business
- legal liability to pay compensation where goods and services provided by you are not of merchantable quality – up to £250,000 per period of insurance
- legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.
- legal liability for staff personal effects and visitors property

Employers' Liability

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.

Cover includes:

- legal costs and expenses in defending prosecutions under health and safety legislation
- unsatisfied court judgements in favour of employees injured in your employment by third parties
- compensation for court attendance as a witness in connection with any claim under this section
- worldwide cover for employees normally resident in the UK who are temporarily working overseas.

Main exceptions and limitations

Please refer to the Public and Products Liability Section of your policy

- Cover for acts of terrorism is limited to £2,000,000 or the Limit of Indemnity specified in the Policy Schedule, whichever is the lower.
- Loss or damage to customers vehicles held for service or repair
- Loss or damage to that part of any property being worked upon.
- Gradual pollution or contamination.
- The cost of replacing or repairing goods sold or supplied by you (except vehicles sold where damage to such is a direct result of work undertaken by you).
- The cost of rectifying defective repairs or work done by you.
- The first part of any claim (your excess).
- Organisation, sponsorship or participation in any motor competition, trial, performance test or race.

Please refer to the Employers' Liability Section of your policy

- Cover for acts of terrorism is limited to £5,000,000 per event.
- Organisation, sponsorship or participation in any motor competition, trial, performance test or race.
- Aggravated, restitutionary, punitive or exemplary damages.
- Bodily injury to an employee carried in or entering or alighting a vehicle where road traffic legislation applies.

Covers, features and benefits

'All Risks'

Part A – All Risks

Accidental loss, destruction or damage to property insured at your premises including stock in transit and glass.

Cover includes:

- discount to effect sale of a new vehicle following damage up to £5,000 any one claim
- employees' tools you accept responsibility for whilst temporary removed from your premises
- stock and machinery whilst at any exhibition up to 10% of the sum insured or £10,000, whichever is lower
- your legal liability for loss of use of a customer's vehicle insured under this section following Damage up to a maximum £100,000 any one occurrence
- new Vehicle replacement
 - if vehicle owned and registered by you as new is damaged within 12 months of first registration and the extent of damage is greater than 50%
 - if a qualifying customer's vehicle is damaged within 12 months of first registration and the extent of damage is greater than 50%
- seasonal increase of 30% on own vehicles during the months of February, March, August and September.

Part B – Machinery and Plant

Damage to machinery and plant at your premises by breakdown, collapse or explosion.

Money, Assault and Wrongful Conversion

- Loss of money belonging to your business on your premises, in transit, on site, at the private homes of key staff, and in any bank night safe.
- Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your business.

Optional cover:

- Wrongful Conversion – protection if you purchase a vehicle from someone who is not the true owner.

Main exceptions and limitations

Please refer to the All Risks Section of your policy

- Pollution or contamination (other than Vehicles).
- Theft by fraud, trick or false pretence.
- Damage to tyres caused by braking or by punctures, cuts or bursts.
- The first part of any claim (your excess).
- Fire damage involving the application of heat.
- Damage to the property insured (other than by fire or explosion) whilst undergoing any process of production or packaging, treatment, testing or commissioning or service or repair.

- Gradual deterioration or wear and tear.
- Losses arising from testing, experiment, routine inspection, maintenance or imposition of abnormal working conditions.
- Damage to experimental or prototype machinery or plant.

Please refer to the Money, Assault and Wrongful Conversion Section of your policy

- Loss due to the fraud or dishonesty of any employees not discovered within seven working days.
- Loss from unattended vehicles.
- Loss arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.
- Loss arising directly or indirectly from forgery, fraud, counterfeit, false payments.
- The first part of any claim in respect of Wrongful Conversion (your excess).

Covers, features and benefits

Business Interruption and Book Debts

- Interruption to your business following an insured loss under the All Risks section, which results in reduced earnings and increased running costs.
- Loss of book debts as a result of your business records being lost, destroyed or damaged due to an insured event.

Cover includes:

- Interruption to your business due to damage to property:
 - in the vicinity of your premises which prevents or hinders the use of or access to your premises
 - at key suppliers' premises and new vehicle storage sites not occupied by you.

Engineering Inspection Service

- Provides annual inspection of your machinery, including inspections to satisfy your statutory requirements under health and safety at work legislation. Machinery covered includes air receivers, vehicle-lifting platforms, heating and ventilating equipment.
- Inspection of electrical wiring and portable appliances to comply with the latest edition of the Institute of Electrical Engineers (IEE) regulation is also available.
- This inspection service is provided by our independent partner, Bureau Veritas.

Main exceptions and limitations

Please refer to the Business Interruption Section of your policy

- Losses excluded under the All Risks section.

Please refer to the Engineering Inspection Section of your policy

- Any precommissioning inspections, laboratory services, consultation work, load testing, non-destructive testing, thermographic testing, checking of drawings, inspection prior to sale or purchase unless agreed by Us in writing.
- Any visits in excess of those agreed at inception of this Section or inspections following repairs.
- Cover for liquidated damages, penalties for delay, detention, or guarantees of performance or efficiency, or consequential loss.
- Any additional fees levied by Our Inspection Service Provider for carrying out inspections on Saturdays, Sundays, Public Holidays or outside normal working hours, where performed at Your request.
- Maintenance and repair of any item.
- Liability for any failure of Our Inspection Provider to carry out inspections in accordance with this Section.

Other covers available with this policy include: Computer Cover, Electronic Equipment, Employee Dishonesty, Commercial Legal Protection, Business Travel, Professional Indemnity and Personal Accident.



Aviva Insurance Limited

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