



Policy Overview

Motor Trade



Touchstone
Underwriting

Insured by



Motor Trade

Underwritten and arranged by



Touchstone Motor Trade Summary of Cover



Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Type of Insurance and Cover

The Touchstone Motor Trade policy offers the flexibility to select from a wide range of covers to provide tailored protection.

Available covers:

Asset Protection	• Property Damage – All Risks	• Money, Assault and Wrongful Conversion
Revenue Protection	• Business Interruption	• Book Debts
Asset Protection and Motor Liabilities	• Road Risks and Motor Legal Protection	
Legal Liabilities	• Employers' Liability	• Public and Products' Liability • Commercial Legal Protection

Name of the Insurer

The insurer of the policy is Aviva Insurance Limited.

Additional benefits

- 24-hour, 365-days-a-year claims helpline, providing emergency assistance when it's needed.
- Confidential legal and tax helplines, offering free support on key business issues, such as disputes with tenants or rent recovery.
- Counselling service for policyholders and their employees.

Cut Red Tape

- A 'one-stop' website to help our Motor Trade customers overcome the burden of red-tape. Available exclusively to Aviva commercial policyholders.
- Advice and information available for Finance, Sales and Marketing, Employment Law, Legal advice, Risk Management and much more. Accessible 24 hours a day, 365 days a year. Visit <http://www.aviva.co.uk/cutredtape>

Aviva Risk Management Solutions (ARMS)

A dedicated service to help UK businesses manage their risks – helping to keep them compliant, prevent loss and ultimately control cost.

- ARMS offer a wide range of training and consultancy services from simple, cost effective e-Training through to bespoke on-site consultancy.
- Generous discounts off a menu of products and services to help prevent accidents and losses occurring and protect businesses via the Specialist Partner Network.

For more information visit <http://www.aviva.co.uk/yourbusiness/risk-management>

Discounted rates on Thermal Imaging surveys

- A non-invasive way of identifying minor and major faults - an efficient complement to a full electrical testing programme.
- Can identify faults before equipment fails and helps manage production downtime/keeps business disruption to a minimum.

Additionally, Thermal Imaging surveys can be utilised to identify leaks, burst pipes, check seals on cold stores and even check the energy efficiency of buildings.

Asset Protection

All Risks – Cover, Features and Benefits

Part A – All Risks

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 temporarily removed from your premises.
- Stock and Machinery whilst at any exhibition up to £35,000.
- 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.

Optional Cover:

- Terrorism

Exceptions and Limitations

(please refer to the All Risks Section of the policy booklet)

- Pollution or contamination (other than Vehicles).
- Theft by fraud, trick or false pretence (but this exception will not apply to vehicles or contents of customer vehicles - which will be subject to application of the Excess, or 25% of the loss, whichever is greater).
- Damage to tyres caused by braking or by punctures, cuts or bursts.
- The first part of any claim (the excess).
- Fire damage involving the application of heat.
- New Vehicle replacement does not apply to trailers and agricultural implements.
- 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.

Part B – Machinery and Plant

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

Exceptions and Limitations

(please refer to the All Risks Section of the policy booklet)

- 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.

Money, Assault and Wrongful Conversion – Cover, Features and Benefits

Cover includes:

- Loss of money belonging to your business on your premises, in transit, on site, at the private homes of key staff, in vending machines 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.
- Loss of Vehicle excise licences up to £2,500 limit.

Optional Cover:

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

Exceptions and Limitations

(please refer to the Money, Assault and Wrongful Conversion section of the policy booklet)

- 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 (the excess).

Revenue Protection

Business Interruption – Cover, Features and Benefits

- Interruption to your business following an insured loss under the All Risks section, which results in reduced earnings and increased running costs.

Cover includes:

- Interruption to your business due to damage to property:
 - Within 1 mile of your premises which prevents or hinders the use of or access to your property
 - At key suppliers' premises and new vehicle storage sites not occupied by you.

Optional Cover:

- Terrorism

Exceptions and Limitations

(please refer to the Business Interruption section of the policy booklet)

- Losses excluded under the All Risks section

Book Debts – Cover, Features and Benefits

- Loss of book debts as a result of your business records being lost, destroyed or damaged due to an insured event

Exceptions and Limitations

(please refer to the Book Debts section of the policy booklet)

- Losses excluded under the All Risks section

Asset Protection and Motor Liabilities

Road Risks – Cover, Features and Benefits

- Loss or damage to any insured vehicle owned by you in your custody or control or that of your subcontractors, in connection with your business, whilst 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 £10,000,000 in respect of property damage (property damage indemnity restricted to £1,000,000 while the insured vehicle is at defined hazardous locations, or while carrying defined hazardous goods).

Cover includes:

- Legal liability to customers for loss of use of customer's 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.
- Legal expenses in connection with Corporate Manslaughter Act.

Exceptions and Limitations

(please refer to the Road Risks section of the policy booklet)

- Vehicles hired under a hire purchase, leasing or contract hire 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 customer's 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 (the 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.

Motor Legal Protection – Cover, Features and Benefits

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.

Exceptions and Limitations

(please refer to the Motor Legal Protection section of the policy booklet)

- 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.

Legal Liabilities

Employers' Liability – Cover, Features and Benefits

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.
- Legal expenses in connection with Corporate Manslaughter Act.

Exceptions and Limitations

(please refer to the Employers' Liability section of the policy booklet)

- 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.

Public and Products' Liability – Cover, Features and Benefits

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.

Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained.

Cover includes:

- Contractual liability cover in respect of Public Liability only.
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation.
- Defective Premises Act liability.
- Personal liability cover for employees and directors whilst they are overseas on your business.
- Liability for loss or damage to premises hired or rented to you for the purpose of 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 expenses in connection with Corporate Manslaughter Act.

Exceptions and Limitations

(please refer to the Public and Products' Liability section of the policy booklet)

- Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the Policy Schedule, whichever is the lower.
- Loss or damage to property
 - belonging, loaned or hired to you
 - held in trust or in your custody or control (but not staff personal effects, visitor's property and vehicles held for servicing or repair in respect of Servicing and Sale of Goods only cover).
- 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 (the excess).
- Organisation, sponsorship or participation in any motor competition, trial, performance test or race.

Commercial Legal Protection – Cover, Features and Benefits

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

Cover includes:

- **Employment Disputes and Compensation Awards and Service Occupancy** - defence of your legal rights under employment legislation and following a successful action by an employee, prospective, alleged or ex-employee we will pay any compensation award made. In addition, negotiation to recover possession of premises owned by you from them
- **Legal Defence** - defence for you or an employee acting on your behalf if any criminal action or certain civil action is taken against you for any non-motor related incident arising in connection with the business. Including prosecution under health and safety
- **Property Protection** - protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass
- **Bodily Injury** - cover to negotiate your, your employees or family members legal rights, following bodily injury (non-motor related) which occurs in connection with the business
- **Tax Protection** - representation in appeal proceedings with HM Revenue and Customs in a full or aspect or intervention enquiry following your corporation tax self-assessment return and appeal proceedings with HM Revenue and Customs in respect of Value Added Tax due. Maximum payable is £5,000 in respect of aspect or intervention enquiries

Optional cover:

- **Contract Disputes** - cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale of goods or services where the amount in dispute exceeds £250
- **Tenancy Disputes** - negotiating your legal rights in a tenancy dispute between you and your landlord not relating to rent, service charges or renewal of the agreement
- **Statutory Licence** - appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence
- **Debt Recovery** - cover to negotiate your legal rights including enforcement of judgement to recover money and interest due from a customer or supplier following the sale or provision of goods and services where the amount in dispute exceeds £250

Exceptions and Limitations

(please refer to the **Commercial Legal Protection section of the policy booklet**)

- In respect of civil cases, the cover is subject to the case having prospects of winning or making a successful defence
- Claims must be reported within 180 days of you becoming aware of an incident
- Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- In respect of compensation awards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective
- In respect of redundancies you must follow the advice of the legal helpline prior to serving notice of dismissal
- The first 10% of each and every claim in respect of aspect or intervention enquiries
- Claims caused by your failure to register for Value Added Tax and any investigations by HM Revenue and Customs Special Investigations Section or Special Compliance Office
- Investigations by HM Revenue and Customs into alleged dishonesty or criminal offences
- Any claim relating to the settlement under an insurance policy
- For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of the law covered by the policy and are required to comply with strict service standards.

How long does my Touchstone Motor Trade insurance run for?

Your policy will remain in force for 12 months from the start date (or as otherwise shown in your Schedule) and for any period for which you renew your policy, as long as you continue to pay your premium.

What happens if I take out cover and the change my mind?

There are no statutory cancellation rights under this policy.

How do I make a claim?

Should you need to make a claim under this policy please call our claims line on 0800 015 1498, our line operates 24 hours a day, 365 days a year. Please quote your policy number when calling.

How do I make a complaint?

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact.

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 refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Would I receive compensation if Aviva were unable to meet its liabilities?

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation this scheme if we cannot meet our obligations depending on the type of insurance and the circumstances of your claim.

Where am I covered?

This will depend on the product and choices you have made. Please refer to your policy documents for details of where you are covered.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance
- If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.

When and how do I pay?

Payment options should be discussed with your insurance adviser.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, contact your insurance adviser.



Aviva Insurance Limited. Registered in Scotland, No. 2116.
Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Arranged by



5th Floor
Meridian House
71 Clarendon Road
Watford WD17 1DS

Touchstone Underwriting is a trading name of Touchstone Underwriting Limited Authorised and regulated by the Financial Conduct Authority.
Registered in England No.02264985
Part of the Seventeen Group Limited of Companies