

# Granite Underwriting Summary of Cover



## INFORMATION - Haven Motor Trade Road Risks Policy

Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy document.

### The Issuer

This Motor Trade Road Risks Policy is underwritten by Haven Insurance Company Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar registered in Gibraltar (Reg. No. 85914) Authorised under EEA rules Financial Services Authority register( 221269) (see [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)).

### Granite Underwriting

Granite Underwriting acts as agent for Haven Insurance Company Limited. Granite Underwriting is authorised and regulated by the Financial Services Authority Register No311873

### Type of Insurance

Motor Trade Road Risks Insurance - this Policy indemnifies the Policyholder against legal liabilities arising from the use of any motor vehicle on a public road in connection with the Motor Trade business provided the Policyholder observes the terms and conditions of the Contract of Insurance.

Who may Drive	Motor Trade Use	Pleasure Use	Motor Trade & Pleasure Use
The Policyholder	✓	✓	✓
Named additional drivers	Optional	Optional	Optional
Any Employee (combined policies only - limits apply)	Optional	✗	✗
Trade Plates for Named Drivers – free of charge	Optional	✗	✗
Trade Plates (any employee)	Optional	✗	✗
Customers driving for Demonstration	Optional	✗	✗
Customers driving courtesy vehicles	✗	Optional	✗

Which Vehicles are Covered	Standard Policy Cover	Options available **
Private cars	✓	N/a
Commercial vehicles	✓	Up to 3,500kg
Car Transporters / Trailers	✓	Carry up to two vehicles
Motorcycles	✗	May include if required
Quad bikes and ATC's	✗	May be included if required
American or Canadian manufactured vehicles	✓	Third Party Only
Kit cars see note (6)	✓	Third party only
Trailers (attached)	✓	Third party only
Steam driven vehicles	✗	None

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Cover Options	Comprehensive	Third Party Fire & Theft	Third Party Only
Own Vehicles see note (1)	✔	✔ (see note 2)	✔
Customer Vehicles (Option 1 – See note 1a)	✔	✔ (see note 2)	✔
Customer Vehicles (Option 2 – See note 1b)	✔	✔	✔
Vandalism and malicious damage see note (1)	✔	✘	✘
<b>Legal Liability to Third Parties:</b>			
Death or injury to others	✔	✔	✔
Damage to Property	✔	✔	✔
Emergency Treatment fees	✔	✔	✔
Legal fees for representation at a coroners inquest, fatal accident enquiry or court of summary jurisdiction £5,000	✔	✔	✔
Defence costs in prosecution for Manslaughter or death by reckless driving up to £5,000	✔	✔	✔
Attached trailers see note (3)	Optional	Not available	✔
Vehicles in Transit see note (4)	Optional	Optional	✔
Vehicles at Policyholder's home address. See note (6)	✔	Optional	✔
Vehicles at named drivers home addresses. See note (7)	Optional	Optional	✔
Vehicles at the Trade Premises see note (5)	✘	✘	✘
Legal Expenses *	✘	✘	✘

\* Legal Expenses Insurance will be available shortly.

\*\* Not available to all Policyholders. Terms and conditions will apply. Ask your insurance advisor for more information.

### Important – please read this notice

Please note this is a document is a summary only, and is intended to provide general information by highlighting some of the key covers available under this Policy and points out any unusual restrictions.

Policyholder's should read the Policy in it's entirety, including the Certificate of Motor Insurance, the Schedule, any Endorsements which are shown as operative on the Schedule.

Any Policyholder or prospective Policyholder who requires further information, explanation or clarification, should contact their Insurance Broker or Agent who will be able to provide advice about the suitability or otherwise of any particular contract, and will provide ongoing support during the period of insurance cover.

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# Granite Underwriting

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### Principal Exclusions and Restrictions

1. We shall not be liable for death or injury to employees, except insofar as is necessary to comply with the Road Traffic Act.
2. We shall not be liable for death, injury, accident, loss or damage arising during the loading or unloading of a vehicle other than by the driver or person in charge of the Vehicle.
3. We will not cover you for accident, injury, loss or damage whilst any Vehicle is:
  - 3.1. Being used otherwise than in accordance with the Limitations as to Use specified in the Certificate of Motor Insurance
  - 3.2. Driven by any person not specified on the Certificate of Motor Insurance
  - 3.3. Being driven by any person who is disqualified or who does not hold a licence to drive the vehicle
  - 3.4. Being used for racing, pacemaking, speed trials or the carriage of passengers for hire or reward
4. We shall not be liable for death, injury, accident, loss or damage arising from :
  - 4.1. an agreement
  - 4.2. war, terrorism or earthquake
  - 4.3. Whilst Any vehicle being used anywhere which is used by aircraft, including storage areas and parking areas
  - 4.4. radioactive contamination, sonic bangs or pressure waves
  - 4.5. Pollution
  - 4.6. Rallies, competitions or trials
5. We shall not be liable for
  - 5.1. Claims arising from or connected with any associated company or firm
  - 5.2. fines or penalties
  - 5.3. the Excess or any Co-Insurance amount stated in the Schedule
  - 5.4. Loss of use, loss of value following repair, wear and tear electrical or mechanical breakdown
  - 5.5. Damage caused by defective workmanship
  - 5.6. Theft of parts unless stolen with the vehicle
  - 5.7. Loss of a vehicle involving theft by deception by a purchaser or their agent
  - 5.8. any amount exceeding the Limit of Indemnity less your excess shown in the Schedule
  - 5.9. Damage to any vehicle whilst being towed or on a trailer (unless the policy has been extended to include Vehicles in transit)
  - 5.10. Loss or Damage resulting from any illegal or malicious act on behalf of the Policyholder or of any person named or described in the Schedule
6. All policies issued contain the following restrictions:
  - 16.1 American and Canadian manufactured Vehicles are restricted to Third Party Only
  - 16.2 A Third Party Only cover restrictions applies to Vehicles which are :
    - 6.2.1 Damaged to the extent that they do not comply with regulations relating to 'construction and use of motor vehicles' legislation
    - 6.2.2 Purchased as salvage, whether repairable or not
    - 6.2.3 Purchased for breaking
    - 6.2.4 Trailers, whether attached or detached from an Insured Vehicle
    - 6.2.5 Any vehicle whilst being transported

### PLEASE ALSO READ NOTES TO COVER OPTIONS

#### Period of Insurance

The period of insurance coverage will be for 12 months unless shown differently on the quotation attached. You will be given at least 21 days notice of the annual expiration date of the policy of the renewal terms.

#### How to Make a Claim

For help and assistance with all general claims queries contact Us at [info@prospect-legal.co.uk](mailto:info@prospect-legal.co.uk) For a fast and efficient claims service to our loss adjusters including reporting incidents, please call **0845 092 0700**. You must not settle, reject, negotiate or agree to pay any claim without Haven's written permission.

#### Dispute Resolution

If you have a complaint please contact your broker in the first instance. If the dispute remains unresolved please contact Us on Tel: 01704 831818 or by email at [roger@graniteunderwriting.co.uk](mailto:roger@graniteunderwriting.co.uk)

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**a.** We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you. If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

**b.** If you are not satisfied with the result of **Our** internal complaints procedure we will give you our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service (FOS). Their address is:  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Telephone 0845 080 1800

### **Premium Payment**

Premiums are due at inception in full.

If you wish to spread the cost of your Insurance, we can offer credit subject to status and approval through Granite Finance Limited. Various installment options are available. Please ask for details.

A deposit is always required, which is 25% for new customers and 12.5% for customers renewing their Policies. Your subsequent installments will be collected directly from your bank account.

Full terms and conditions will be supplied by Granite Finance, together with details of the dates and amounts to be debited from your bank account.

### **Cancellation (Retail Policyholders only)**

#### **If you cancel Your Policy during the Cooling off Period:**

Within fourteen days of the conclusion of the Contract of Insurance, provided you have paid the premium and there have been no claims, if you decide that you wish to cancel the Policy:

Provided you return all Certificates of Motor Insurance to us or to your agent or broker within fourteen days of receiving them from us, we will provide a full refund of premium less a pro-rata charge for the time you were insured with Us.

#### **Cancellation - If You cancel Your Policy at any other time (at all times for non-retail Policyholders)**

Provided there have been no claims or incidents which may result in a claim and you have paid the premium, our short period rates will apply:

Cancellation during the first month      25% of the annual premium is payable

Cancellation at any other time              25% of the annual premium for the first month, plus 12.5% of the annual premium per month thereafter up to 7 months when the full annual premium is payable.

#### **If we cancel your Policy**

We will give you seven (7) days notice in writing by recorded delivery at your last known address. Provided no claim has been made and there have been no incidents which may result in a claim under Your Policy Us, and you have paid the premium, we will refund a pro-rata amount representing the premium from the cancellation date until the expiry date as shown on your Schedule.

#### **If you fail to pay the Premium**

If you fail to pay the premium on demand, or fail to make any payment on the due date, cover will reduce to the minimum required by the Road Traffic Act from the date of Your failure to pay, and we shall give you seven (7) days notice of cancellation at your last known address. All rights under the Policy will be forfeited and we reserve rights to recover from You all sums which We have had to pay to any Third Party under the provisions of the Road Traffic Act, which we would not have had to pay in the absence of this Contract of Insurance.

We undertake not to apply this term unfairly, and where it can be shown that Your failure to pay was the result of a mistake beyond your reasonable control, or if you were reasonably withholding payment due to Our failure to keep Our promise to You, we shall provide up to an additional fourteen (14) days for you to provide the premium or premium installment. Please see Premiums by Direct Debit for more information about the operation of Our direct debit premium payment system.

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All of the above assume that and You have provided Us with the official proof of your entitlement to no claims discount from your previous Insurer. If we do not receive this evidence, we reserve the right to charge a higher premium based on your entitlement to no claims bonus as determined by Us.

## NOTES TO COVER OPTIONS

1.

**a. Accidental Damage, Vandalism and Malicious Damage Cover (Own & Customers Vehicles ) (Section 2 – Own Vehicles)**

Only applies to those Policyholder's with Comprehensive cover. Section 2 (a) will be shown as operative in the Schedule.

Any American or Canadian manufactured vehicles will be restricted to Third Party Only, as will motorcycles and any attached trailer or any vehicle being towed. These can be more specifically insured. Please ask your broker or agent for details.

Any vehicle held in trust for sale will be subject to a 25% co-insurance clause. Please see the Policy wording for further details

**b. Legal Liability for Customers Vehicles (Section 3)**

For those business's handling customer vehicles, we provide the option to cover the Policyholder for legal liability at common law for customer's vehicles in their custody or control. Only applies to those Policyholders where Section 3 is shown as operative in the Schedule.

Under this section, we will defend any action where we believe the Policyholder was not liable and where it is economic for us to do so. After all, why should the Policyholder lose no claims discount for an incident for which the Policyholder is not legally liable and for which the Policyholder has not accepted responsibility?

Excludes liability assumed under contract unless such liability would attach in the absence of such contract.

The Limit of Indemnity applicable Section 3 will be shown in the Policy or the Schedule

Section 3 coverage

Cover options for Legal Liability	Comprehensive	Fire & Theft
Accidental Damage	✓	✗
Fire & Theft cover	✓	✓
Vandalism and malicious damage	✓	✗
Loss of use of customer vehicle	✓	✗
Customers expenses	✓	✗

Any American or Canadian manufactured vehicles will be restricted to Third Party Only, as will motorcycles and any attached trailer or any vehicle being towed. These can be more specifically insured. Please ask your broker or agent for details.

The Limit of Indemnity under Section 2 and Section 3 apply individually to each section but the aggregate limit of any claim cannot exceed the higher of the two limits. That is to say a total claim, regardless of the number of vehicles involved and regardless whether they are covered under Section 2 or Section 3 cannot exceed the higher of the two limits. In most cases this is satisfactory, however, if additional cover is required for vehicles whilst parked, garaged or stored, we can usually arrange this additional cover upon payment of an additional premium.

**PLEASE NOTE:** Section 3 is not suitable for Policyholders who require accidental damage insurance cover on all customer vehicles regardless of whether the Policyholder is liable at law for the vehicle at the time of the loss or not. If full accidental damage insurance cover is required, then the customer vehicles indemnity should be included under Section 2 and the appropriate additional premium paid.

**2. Theft, Attempted Theft and Fire**

Only applies to those Policyholder's with Comprehensive or Third Party Fire and Theft cover. Section 2 (b & c) will be shown as operative in the Schedule.

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**3. Attached Trailers**

Cover for any attached trailer or disabled mechanically propelled vehicle is restricted to **Third Party Only**. We may extend cover to include loss or damage provided your Policy cover is comprehensive and you have supplied us with all the information we require to assess the risk, and that you have paid or promised to pay the additional premium. Trailers will be limited to a maximum value of £2,500.

**4. Vehicles in Transit**

Cover for vehicles being transported is restricted to Third Party Only under our standard Policy. We may at your request extend cover to include damage to vehicles being transported provided your Policy cover is comprehensive and you have supplied us with all the information we require to assess the risk, and that you have paid or promised to pay the additional premium.

**5. Motor Trade Premises Cover Restriction**

If you use or occupy any premises whatsoever away from your Private Domestic Residence, we shall class these premises as Trade Premises. You must tell us about these premises if they exist. Our standard Policy excludes cover on or within  $\frac{1}{4}$  of a mile of any Trade Premise owned or occupied by you or occupied by anyone else who will drive. At your request, we shall extend cover to include damage to Vehicles on or near your Trade Premises provided your Policy cover is comprehensive and you have supplied us with all the information we require to assess the risk, and that you have paid or promised to pay the additional premium. If we extend your cover at your request, then we will delete the  $\frac{1}{4}$  mile radius restriction above.

**6. Policyholder's Home Address**

Policyholder's vehicles at the Policyholder's home address. Covered up to the indemnity limit applicable less the Excess shown in the Schedule, provided there are no more than five vehicles at the home address at any one time. The aggregate Indemnity limit for vehicles at the home address can be increased upon payment of an additional premium.

If the total value of all vehicles exceeds £50,000 / five vehicles, we can arrange additional cover under a separate policy. Please ask your Insurance advisor for details.

**7. Named Drivers Home Address**

Vehicles at home address of named drivers are restricted to Third Party Only. We may extend cover to a maximum of one Vehicle at the home address of any driver named in the Schedule as entitled to drive, provided such driver has commuting use under 'conditions as to use' and the vehicle value does not exceed £7,500. A fully completed driver declaration is required before we can provide this cover