Motor Trade Insurance

Policy Wording

Contract of Motor Insurance

Motor Trade – Road Risks Only

Thank **You** for choosing Niche Cover. This document, together with **Your** Policy **Schedule**, **Certificate of Motor Insurance** and **Statement of Fact** and declarations **You** have made forms **Your** contract of insurance with **Us**. It is a legally binding agreement between **You** and Niche Cover only. No other party has any right to enforce the terms of this contract.

We agree to provide the cover set out in this policy, subject to its terms, conditions and exclusions, for the period shown on **Your** Policy **Schedule** and for which **You** have paid **Your** premium. Unless stated otherwise, the cover applies within the **Territorial Limits**.

Underwritten by Wakam UK Limited.

Wakam UK Limited is a company registered in England and Wales with company number 14778827, having its registered office at 18th & 19th Floors 100 Bishopsgate, London, United Kingdom, EC2N 4AG. Authorised by the Prudential Regulation authority and regulated by the Financial Conduct authority and the Prudential Regulation authority under Firm Reference Number 995565.

This contract is written in clear English and all communications relating to it will be provided in English.

Reporting an Accident

If you need to notify us of a claim, incident, accident, loss or damage involving your vehicle, you must contact us as soon as reasonably possible.

Claims can be notified 24 hours a day, 7 days a week using the following contact details:

- **Telephone: 01908 038289** (24-hour claims line)
- **Email:** nichecover@crawco.co.uk

When contacting us, please provide your policy number, vehicle registration, and details of the incident where possible.
Failure to notify a claim promptly may affect our ability to manage the claim and could impact the outcome

Duty of Disclosure

Your Duty of Fair Presentation

1. **Your** Obligation to Make a Fair Presentation of the Risk

   Before this policy incepts, at each renewal, and whenever there is a material change in circumstances during the **Period of Insurance**, **You** must make a fair presentation of the risk.

   A fair presentation requires **You** to:

   - Disclose, in a reasonably clear and accessible manner, all material circumstances which **You** and/or the persons responsible for arranging this insurance know or ought to know following a reasonable search; or
   - Provide sufficient information to put a prudent insurer on notice that further enquiries may be required.

2. Information Provided to **Us**

We have issued this policy in reliance on the information and statements supplied by **You**, including any proposal form, **Statement of Fact**, or equivalent document.

If any information provided is inaccurate or incomplete, **You** must notify **Your** insurance advisor as soon as possible.

3. Consequences of Failing to Make a Fair Presentation

A. Deliberate or Reckless Failure

- **We** may treat this policy as void from inception, as if it had never existed.
- **We** may refuse to pay any claim.
- **You** will not be entitled to any return of premium.

B. Failure That Is Not Deliberate or Reckless

Our remedies depend on what **We** would have done had a fair presentation been made:

i. If **We** would not have provided cover: **We** may void the policy from inception, refuse all claims, and return the premium.

ii. If **We** would have charged a higher premium: **We** may reduce claim payments proportionately.

iii. If **We** would have applied different terms: **We** may treat the policy as if those terms applied from the start. **You** must reimburse **Us** for any payments that would not have been made under those terms.

Contents

Definitions

Definitions

Certain words and phrases Used in this document are shown in bold throughout the Policy and these have particular meanings which are shown below.

Accessories

Parts or products specifically designed to be fitted to the **Motor Vehicle**, including the manufacturer's standard tool kit and the **Motor Vehicle**'s safety equipment.

Authority/Consent/Permission

Agreement from an appropriate person for an event to take place, when such agreement is given before the event takes place.

Business Premises

Business Address(es) listed in the **Schedule**, as well as any house, building, structure, or land that is Used, owned, or occupied by **The Insured** or any Business partner, director, employee, or **Named Driver** for the maintenance, repair, sale, display, or storage of any **Motor Vehicle**.

Any private residence occupied by **The Insured** or a **Named Driver** is **not** considered **Business Premises**.

Certificate of Motor Insurance

The lead document that evidences that **You** have the minimum **Motor** insurance required by law to drive the **Motor Vehicle**. It shows who may drive the **Motor Vehicle** and what **You** can use it for.

Endorsement

A clause which alters the insurance cover and will be shown on **Your Schedule**.

Excess/Excesses

The amount **You** must pay towards any claim. Any applicable **Excess** will be shown on **Your Schedule** or Policy section.

Insurance Intermediary

The insurance broker, agent or adviser who acting on **Your** behalf has placed this insurance with **Us**.

Limit of Indemnity / Indemnity Limit

The amount shown in the **Schedule** which is the maximum **We** will pay for any one vehicle

Market Value

The cost of replacing the car with one of the same make, model, specification and condition at the time of loss as assessed by **Us**. **We** use guides which refer to vehicle values, engineers and other relevant sources to assess the **Market Value**, including the value declared by **You**.

Motor Vehicle/Insured Vehicle

Any **Motor Vehicle** which is **Your** property, or in **Your** custody or control for Motor Trade purposes. This includes **Accessories** and spare parts which are fitted to or with the **Motor Vehicle**.

Named Driver

Any person listed as a driver on the Policy **Schedule** and who is permitted to drive a **Motor Vehicle** under this Policy.

Part Time Work

Part-time work is employment or activity which is carried out on a regular but reduced basis compared with full-time work and which provides a secondary income.

Period of Insurance

The period of time covered by this insurance as shown in the **Schedule** and/or the **Certificate of Motor Insurance**.

Statement of Fact

A form that shows the information provided by **You** and declared as accurate for the purposes of entering into an insurance contract with **Us**.

Road Traffic Act, Road Traffic Law(s)

The **Road Traffic Act** 1988 and all subsequent versions and any other laws and regulations relating to driving or using a vehicle, including comparable laws and regulation in other countries.

Schedule

The document which Confirms details of **You**, the insurance cover provided, the **Motor Vehicle** and **Excesses** that apply. The **Schedule** forms part of the contract of insurance and must be read together with the Policy.

Territorial Limits

United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of them.)

Terrorism

Terrorism as defined in the **Terrorism** Act 2000 and/or any subsequent or parallel acts.

Theft

Any act in contravention of the **THEFT** ACT 1968, or an attempt at such an act. All **Theft**/attempted **Theft** incidents must be reported to the police.

Trade Plates

Plates issued by the Driver and Vehicle Licensing Agency (DVLA/DVNI) that permit the temporary use of unregistered, untaxed or uninsured **Motor Vehicle**s for motor trade purposes.

Trade Value

The trade cost of replacing the **Motor Vehicle** with one of make, model, age, specification and/or condition at the time of the loss as assessed by **Us**. **We** use guides which refer to vehicle values, engineers and any other relevant sources to assess the Trade Value.

Trailer

Any broken-down vehicle, or single or double-axle **Trailer** the property of **You** whilst attached to **Motor Vehicle**(s) (subject to the General Exclusions).

We, Our, Us

Niche Cover

You/Your/The Insured/Policyholder

The person, Business or joint partnership named in the **Schedule** and **Certificate of Motor Insurance** as the **Policyholder** or **The Insured**.

Unacceptable Vehicles

Any vehicle that is not a standard private motor car or van, including any vehicle which, by reason of its construction, weight, seating capacity, carrying capacity, use, registration status, method of propulsion, or modification is considered non-standard. **Unacceptable Vehicles** are shown but not limited to the vehicle exclusions in Sections 2 and 3.

Unattended

When neither **You**, any **Driver** or any passenger is sitting in or on **Your** Vehicle

Data Protection Notice

Niche Cover is committed to protecting **Your** personal data and handling it in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).

How We Use Your Personal Data

Data Controllers:

- Niche Cover and Wakam UK act as independent Data Controllers for the personal data **You** provide.
- Purpose of Processing:

Your personal data is Used for administering **Your** insurance policy. This includes:

– Managing **Your** policy and related documentation

– Regulatory compliance, including oversight by the Financial Conduct Authority (FCA)

– Offering renewals

– Research and statistical analysis

– Fraud detection and crime prevention

– Claims handling, which may involve sharing data with insurance organisations such as loss adjusters and investigators

Motor Insurance Database:

Information relating to **Your** policy may be added to the Motor Insurance Database (MID) operated by the Motor Insurers' Bureau (MIB). The MID may be accessed by authorised bodies such as the Police, DVLA, DVSA, the Insurance Fraud Bureau, and others permitted by law.

International Transfers

Your personal data may be transferred outside the European Economic Area (EEA). When this occurs, it will always be stored securely and handled in accordance with English law and data protection principles.

Data Retention

We retain **Your** personal data only for as long as necessary for the purposes described above or as required by law.

Your Rights

Under data protection laws, **You** have the following rights:

- Access – to request a copy of the personal data **We** hold about **You**.
- Correction – to amend inaccurate or incomplete information.
- Erasure – to request deletion of **Your** data in certain circumstances.
- Restriction / Objection – to request limits on or object to processing of **Your** data.

Sharing Within the EEA

We may share **Your** information with companies within the European Economic Area, in line with legal obligations to safeguard **Your** data.

Further Information

For more details or to exercise **Your** data protection rights, please contact Niche Cover directly.

When **We** say '**We**/**Our**/**Us**' this means **Niche Cover** in this sub-section.

You must inform all named individuals that their personal information has been provided to **Us** and ensure they know where to find **Our** Privacy Notice.

For a full copy of **Our** Privacy Notice, which outlines in detail how **We** and any other parties (including, but not limited to, **Wakam UK**) may use any personal data, together with all of **Your** rights and how to exercise these, please contact us.

To find out how **Wakam UK** will use **Your** personal data, please go to this link which will detail their Privacy Notice. https://www.wakam.com/en/privacy-policy-wakam-uk/

Your privacy is important to **Us** and **We** assure **You** and any named individuals that **We** will respect any personal data and only use it as specified in **Our** Privacy Notice.

All phone calls, emails and any other written or electronic communications with **Us** may be monitored and recorded and the recordings Used for fraud prevention and detection, training and quality control purposes.

For details about **Your** rights and how to exercise them, please visit the link to **Our** Privacy Notice above.

You can ask **Us** at any time for details of the information that **We** hold about **You**. **You** can submit a request through compliance@nichecover.co.uk

Section 1 - Liability to Others: Third Party Cover

What is Covered

We will insure **You** for everything **You** legally have to pay to people who claim for damages, or costs and expenses which arise from a claim caused by an accident while **You** are driving of in charge of **The Insured Vehicle**, if **You** kill or injure other people.

We will also insure **You** for **Your** legal liability for damage to their property (including any related indirect loss).

Please see the table below:

Coverages	Included	Limit	Excess
Comprehensive for vehicles <3.5t	Yes	Third Party injury - Unlimited Third Party Property Damage – £10m plus £5m legal costs	Variable
Third Party, Fire and **Theft** for vehicles <3.5t	Yes	Third Party injury – Unlimited Third Party Property Damage – £10m plus £5m legal costs	Variable
Comprehensive and Third Party, Fire and **Theft** for vehicles =>3.5t	Yes	Third Party injury - Unlimited Third Party Property Damage – £10m including a maximum of £5m legal costs	Variable

We will also insure **You** while **The Insured Vehicle** is towing a **Trailer** or any one vehicle, so long as the towing is allowed by law and the **Trailer** is attached properly to **The Insured Vehicle** by towing equipment made for the purpose.

What is not covered

- Loss or damage to **The Insured Vehicle** or **Trailer** being towed.
- Any amount above £5,000,000 for damage to other vehicles equal to or greater than 3.5t gross vehicle weight for damage to other people’s property (including any related indirect loss)
- Any amount above £10,000,000 for damage to other vehicles equal or lower than 3.5t gross vehicle weight for damage to other people’s property (including any related indirect loss)

- Property or goods belonging to (or in the care of) **Your** passengers or being carried in or on any **Trailer** or vehicle being towed.
- Loss or damage to any bridge weigh bridge viaduct road or other surface over which the vehicle is driven or anything under surface caused by the weight or vibration of **The Insured Vehicle** or its load.
- Loss damage or liability caused by pollution or contamination as a result of any load seeping from **The Insured Vehicle** or any load spilling from or shifting in **The Insured Vehicle**.
- Liability for death injury or damage when **The Insured Vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of **The Insured Vehicle**.

Insuring Others – What is covered

We will also insure the following people under this Section.

- Any person **You** allow to use **The Insured Vehicle** as long as **Your** latest **Certificate of Motor Insurance** says they can and they are not excluded from driving by an **Endorsement** shown on the **Schedule**.
- Any person other than the person driving being carried in or getting onto or off **The Insured Vehicle** or any person who causes an accident while they are traveling in or getting in or out of **The Insured Vehicle**.
- If anyone covered by the contract of **Motor** Insurance dies, **We** will deal with any claims made against that person's estate.

Insuring Others – What is not covered

- Legal liability if **Your** policy does not cover the person using **The Insured Vehicle** or if the person using **The Insured Vehicle** is excluded from driving or holding a valid licence.

Cost of Legal Representation

Legal costs

If **We** agree in advance, **We** will arrange and pay legal fees and expenses (including appeal costs) for any event covered under this Section. **Our** payment of legal costs is subject to the limits shown above.

We may cover the cost of solicitors to represent any person insured under this policy for:

- a coroner's inquest or fatal accident inquiry;
- defending a charge of manslaughter or causing death by reckless or dangerous driving;
- defending proceedings in a magistrates' court; or
- any other legal costs **We** agree to in writing.

We will not pay for any fines, penalties, compensation awards, or similar payments imposed on **You** or any Driver.

When this cover does not apply

We will not provide cover under this Section:

- if the legal proceedings do not relate to an incident that happens during the **Period of Insurance** and within the United Kingdom;
- if the proceedings do not arise from **You**, or someone acting on **Your** behalf, Using or owning a **Motor Vehicle** or **Trailer** that must be insured under the **Road Traffic Act**;
- if the proceedings arise from a deliberate act or deliberate failure to act by **You** or any Driver;
- if the same cover is available under another insurance policy; or
- for exemplary, aggravated, or punitive damages.

We may at any time stop paying the legal cost.

Emergency Medical Treatment

We will pay for emergency medical treatment which **We** are liable for under the **Road Traffic Act**.

If this is the only payment made in relation to a claim **Your** no claims bonus will not be affected.

Section 2 – Fire and Theft

What is covered

We will cover loss of or damage to **The Insured Vehicle**, up to the maximum limit shown on the **Schedule**, when such loss or damage is caused by fire, lightning, explosion, **Theft**, or attempted **Theft**.

Cover applies only while the vehicle is being used on the public highway, is temporarily parked during the course of a journey, or is kept at **The Insured**'s private home address.

We will also cover loss of or damage to **Your Insured Vehicle** and to permanently fitted vehicle entertainment equipment to the maximum of £500, while it is parked or kept at any location away from **Your** home address**,** provided that:

- The owner of the vehicle is a permitted driver under this policy, is an individual person (not a company or other organisation) and is one of the following:
  - **You**,
  - **Your** spouse,
  - **Your** Business partner, or
  - **Your** Business partner's spouse

The most **We** will pay under this section, is the Trade Value of the vehicle (or **Market Value** if the vehicle is owned and registered in the name of a customer), up to the level of indemnity shown on **Your Schedule**.

What is not covered

- For any vehicle that is not personally owned and registered to **You**, **Your** spouse, a business partner, or their spouse (where they are a permitted driver), **We** will not cover loss or damage if an **Insured Vehicle** is kept within 400 metres of the motor trade business **Premises**. **Motor** trade premises include those owned by **You**, another motor trader, or any Business connected with the motor trade. **Your** private home address does not count as **Business Premises**.
- Compensation for **You** not being able to use **The Insured Vehicle**.
- Any indirect loss.
- Any extra parts or **Accessories** that are not standard **Accessories** permanently fitted to the vehicle.
- Loss or damage if **You** have not taken reasonable care to protect **The Insured Vehicle** (see **Your** Responsibilities for the **Motor Vehicle** under the general conditions).
- Loss or damage from repossessing **The Insured Vehicle** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling **The Insured Vehicle** or someone taking **The Insured Vehicle** by fraud trickery or deception or attempting to purchase **The Insured Vehicle** by fraudulent means.
- Loss of damage arising from **The Insured Vehicle** being taken or driven by a person who is not an insured driver but is a member of the **Policyholder**'s family or household or being taken or driven by an employee or ex-employee, unless the incident is reported to the police and any further potential prosecution is not withdrawn by you.
- Loss or damage caused deliberately by **You** or any authorised driver.
- Any additional damage resulting from **The Insured Vehicle** being moved by **You** after an incident.
- Any storage charges unless **You** tell **Us** about them and **We** agree in writing to pay them.
- Tools of trade personal belongings, documents or goods.
- Keys remote control or security devices (whether lost or stolen).
- Loss or damage which is more than the maximum Trade Value shown on the **Schedule** and given by **You** on the **Statement of Fact**.
- Lost or damage to any **Insured Vehicle** while it is being towed or transported by **You** or anyone named on the **Schedule** or **Certificate of Motor Insurance**.
- Any loss or damage up to the amount of the **Excess** that appears on **Your Schedule**.
- Any satellite navigation equipment or **Accessories** whether permanently fitted or not that are not standard **Accessories**
- Any loss or damage caused by failure to maintain **The Insured Vehicle** and safeguard it from such loss or damage.
- Any loss or damage to an **Insured Vehicle** being confiscated disposed of or destroyed by or under any government or public or local authority order.
- Loss or damage when the vehicle is **Unattended** and the last person in charge of the vehicle is not an authorised driver under the policy.

- Any loss or damage to the following **Unacceptable Vehicles**: -
    - Any vehicle with more than seven passenger seats
    - Any vehicle with a gross vehicle **We**ight in **Excess** of 7.5 tons
      Any vehicle transporter capable of carrying more than 2 vehicles
    - Any trike or quad bike
    - Any agricultural or plant
    - Q registered vehicles
    - Steam driven vehicles
    - Modified vehicles unless specified in the **Schedule**
    - Motorcycles unless specified in the **Schedule**
    - Trams, trolleys and vehicles on rails / not on 'terra firma'

- Any loss or damage to any vehicle made by the following vehicle manufacturers:
    - Bugatti
    - Ferrari
    - Koenigsegg
    - Lamborghini
    - McClaren
    - Noble
    - Pagani
    - Spyker

This policy does not provide a courtesy car during repairs or following the loss of **The Insured Vehicle**.

Section 3 - Accidental Damage

What is covered

We will cover loss of or damage to **The Insured Vehicle**, up to the maximum limit shown on the **Schedule**.

Cover applies only while the vehicle is being Used on the public highway, is temporarily parked during the course of a journey, or is kept at **The Insured**'s private home address.

Damage to glass in isolation, separate from any other event or claim, is covered under this section subject to the applicable excess on the **Schedule.**

We will also cover loss of or damage to **Your Insured Vehicle** and to permanently fitted vehicle entertainment equipment to the maximum of £500, while it is parked or kept at any location away from **Your** home address**,** provided that:

- The owner of the vehicle is a permitted driver under this policy, is an individual person (not a company or other organisation) and is one of the following:
  - **You**,
  - **Your** spouse,
  - **Your** Business partner, or
  - **Your** Business partner's spouse

The most **We** will pay under this section, is the Trade Value of the vehicle (or **Market Value** if the vehicle is owned and registered in the name of a customer), up to the level of indemnity shown on **Your Schedule**.

What is not covered

Any exclusions described in "**What is Not Covered**" under **Section 2 Fire and Theft** section of this policy.

We also do not cover the following:

- Damage to tyres caused by Wear and tear, braking punctures, cuts or bursts.
- Damage caused by frost, unless **You** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **Your** vehicle.
- Loss or damage rising from **The Insured Vehicle** being filled with the wrong fuel.

This policy does not provide a courtesy car during repairs or following the loss of **The Insured Vehicle**.

Section 4 - Driving Abroad

1. Basic Cover When Driving in Europe

Your policy automatically provides the minimum level of insurance required by law when **You**, **Your** spouse, Business partner or their spouse, if named as a driver) use **The Insured Vehicle** in:

- Any country in the European Union; or
- Any country recognised by the European Commission as meeting the requirements of the European Motor Insurance Directive, and Andora, Bosnia and Herzegovina, Iceland, Norway, Switzerland and or Liechtenstein.

This ensures **You** are legally covered to drive abroad, but it does not give **You** the same level of cover as **You** have in the UK unless **You** ask **Us** to extend it.

2. Upgrading to Full Policy Cover Abroad

If **You** contact **Us** 10 days before **You** travel, and pay any additional premium required, **We** may extend **Your** full UK policy cover to apply while **Your** vehicle is temporarily being Used abroad.

Full cover can only be provided for countries within the European Union or those approved by the European Commission under the European Motor Insurance Directive for a maximum of 31 days.

When full cover is added, **Your** vehicle is also insured while:

- Being transported between covered countries, including loading and unloading.
- Travelling by a scheduled sea route.

If **Your** vehicle is damaged abroad and cannot be returned to the UK, **We** will also pay any foreign customs duty **You** are required to pay as a result.

When it is necessary to bring your vehicle back to the UK for repair, the amount **We** will pay for the cost of transporting your vehicle is limited to £2,000.

3. When Cover Does Not Apply

Your policy will not provide cover for any accident, injury, loss, damage, or liability if **Your** vehicle is:

- Being Used by someone who is not permitted to drive under the Motor Insurance Certificate; or
- Being Used for a purpose other than social, domestic or pleasure **Use**.
- Not registered to **You**, **Your** spouse, **Your** Business partner or their spouse

- Not registered on the Motor Insurance Database

4. Additional Protection During Transport

If **Your** cover is extended abroad, **We** will also insure **You** against:

- General average contributions.
- Salvage charges.
- Sue and labour costs.

These relate to the transport of **Your** vehicle between countries where **Your** cover applies.

If **You** are planning to drive abroad or want to extend **Your** cover, please contact **Your Insurance Intermediary**. They will explain **Your** options clearly and help **You** choose the right level of protection.

Section 5 - No Claims Discount

This section refers to motor trade discount only, if any discount was provided for any other no claims discount type, the discount will be removed at renewal if there are any fault or outstanding claims made against the policy.

Please see the table below for the motor trade no claims discount scale at renewal:

	Number of Claims		
No Claims Discount Years at the start of a Policy Period	**0**	**1**	**2**
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
	No Claims Bonus Years at Renewal		

The maximum amount of no claims discount available is 9 years.

No Claims Discount Protection

If no claims discount protection applies it will be shown on **Your Schedule**.

No claims discount protection can only be added at the start of each policy period and not mid-term.

If protection is in place, the years earned will not reduce at renewal, if one claim is made in the policy period, all subsequent claims within the same policy period will reduce the years earned in line with the above table.

Section 6 – Motor Insurance Database (MID)

We are required to provide details of this policy and any **Insured Vehicle** to the Motor Insurance Database (MID), operated by the Motor Insurers' Bureau (MIB). The information supplied to them by **Us**, includes, but is not limited to:

- Policy number
- **Policyholder** name
- Registration mark of each **Insured Vehicle** covered for more than 14 days
- The dates each vehicle is covered under this policy

You must notify **Us** immediately when a vehicle no longer requires cover. Failure to comply with the **Motor Vehicle**s (Compulsory Insurance) Regulations 2003 is a criminal offence and may result in a fine of up to £5,000.

Vehicles to be Added to MID

You must add all:

- Permanently owned vehicles
- Temporary vehicles held for more than 14 days
- Taxed stock vehicles
- Any vehicle Used on a public road
- Owned **Trade Plates**

Please note that although **You** have 14 days to update the MID once **You** have taken possession of the vehicle, immediate notification of **Your Insured Vehicle**s to MID reduces the risk of **Your** drivers being stopped and vehicles seized by the police.

Removing Vehicles

You must remove vehicles from cover when they leave **Your** possession. Failure to do so may result in liability for claims, loss of No Claims Discount, and increased future premiums.

Mechanical Repairers

Customer vehicles brought in solely for repair should not be added to the MID.

Use of MID Data

Authorised bodies (including the police, DVLA, DVANI and IFB) may access MID data for law enforcement, licensing, insurance enforcement, and to reduce uninsured driving. Insurers and claimants may also access MID information following a road traffic accident.

Accuracy of Vehicle Details

Ensuring registration numbers are correct on the MID will avoid the risk of vehicle seizure. **You** can verify **Your** details at www.askmid.com. For more information, visit www.mib.org.uk.

Section 7 – Lock Replacement

We will pay up to £500 in any one **period of insurance** towards the cost of replacing locks if the key, fob and/or lock transmitter of the insured **motor vehicle** is lost or stolen, or if the locks are damaged as a direct result of **theft**, attempted **theft**, vandalism or malicious damage.

We will cover the reasonable cost of replacing:

- door locks;
- boot locks;
- ignition and/or steering locks; and
- the lock transmitter and central locking interface.

Conditions and Exclusions

This cover applies only when:

1. The loss, **theft** or damage is reported to the police as soon as reasonably practicable and a crime reference number is obtained.
2. At the time of the loss or **theft**, the normal overnight location of the vehicle could reasonably be known by anyone who subsequently comes into possession of the keys, fob or transmitter.
3. The loss or **theft** creates a reasonable risk of unauthorised access to or use of the **motor vehicle**.

This cover does not apply to:

4. Any loss or **theft** of keys, fobs or transmitters left in or on the **motor vehicle**, whether the vehicle was locked or unlocked.
5. The cost of replacing alarms, immobilisers, tracking systems or other security devices that do not form part of the vehicle's locking system.
6. Any claim arising from deliberate acts by you.

General Exclusions

These general exclusions apply to the whole of this contract of motor insurance and describe the things which are not covered.

These apply as well as the exclusions shown under what is not covered in each of the sections detailing the cover provided.

1. Any instance of injury, loss or damage that happens while **The Insured Vehicle** is being:
    - Used for a purpose which is not insured for.
    - Driven or in charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to drive or who is excluded from driving by any **Endorsement** or covered by any other insurance.
    - Driven or in charge of anyone who does not have a valid driving license, has not held a driver license, is disqualified from driving or is prevented by law from holding a license.
    - Driven or in charge of anyone who does not meet the terms and conditions of their driving license as required by the DVLA/DVLNI rules and regulations and any relevant law.
    - Kept or Used in an unsafe or unroadworthy condition (**You** may be asked to provide details to show **The Insured Vehicle**s regularly maintained and kept in good condition.)
    - Kept or Used without a current Department of Transport test (MOT) certificate if one is needed.
    - Used to carry passengers or goods in a way likely to affect safe driving and control of the vehicle.
    - Used for carrying dangerous and insecure loads
    - Used in or on restricted areas of airports airfields on military bases.
    - Loss or damage caused by any faulty part or accessory by poor workmanship of the work carried out on **The Insured Vehicle** by **You** or anyone acting on **Your** behalf.

2. Any liability that **You** have agreed to accept unless **You** have had that liability anyway.
3. Hiring out **The Insured Vehicle** for money
4. Any vehicle that is owned, hired or loaned by or part of a hire purchase agreement with **Your** employees.
5. Racing of any description of if the vehicle is being Used in any contest competition rally or speed trial.
6. **The Insured Vehicle** being Used on any form of racetrack, on restricted toll roads (including the Nürburgring/Nordschleife) or off-road activity.
7. Any accident, injury, loss or damage caused directly or indirectly by:

    - War, invasion, an act of foreign enemy, hostilities (whether war is declared or not) civil unrest, revolution, an act of **Terrorism**, riot or any such similar event.
    - Earthquake
    - Ionizing radiation or contamination from nuclear fuel or nuclear waste from the burning or explosion or nuclear fuel.
    - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
    - Pressure wave caused by aircraft and other flying objects,
    - The carriage of any dangerous, radioactive, toxic, hazardous, explosive or nuclear substances or goods.
    - Pollution and/or contamination

8. Any liability, loss or damage that happens outside the geographical limits, apart from the cover detailed under **Section 4 Driving Abroad**.
9. Any proceedings brought against **You** outside the geographical limits unless they result from Using **The Insured Vehicle** in a country which has agreed to extend its insurance to cover (see additional cover under **Section 4 Driving Abroad**).
10. Alcohol, Drugs and Impairment

    No cover applies if the driver:

    - is above the legal alcohol limit;
    - is unfit to drive through drink or drugs;
    - refuses to supply a specimen;
    - fails to comply with a lawful request for drug or alcohol testing.

    If **We** are required to pay a financial contribution as a result of the **Road Traffic Act**, **We** may recover the full amount from **You** or the driver.

11. Deliberate, Reckless or Criminal Acts

We will not cover:

- any deliberate act intended to cause loss, damage or injury;
- any reckless behaviour likely to cause foreseeable damage;
- any criminal act committed by **You** or a **Named Driver**;
- any incident occurring while avoiding lawful arrest

12. Cyber Events

We will not cover loss, damage, cost or liability arising from:

- Failure or inability of any computer system, software, program or data;
- **Your** use of any computer system, software, program or data
- cyber attack, malware or unauthorised access;
- the corruption or loss of data.

This does not remove any **Road Traffic Act** liability which **We** must provide by law

13. Confiscation

We will not cover loss or damage caused by:

- confiscation;
- requisition;
- disposal;
- destruction by or under the order of any public authority.

14. Personal Belongings

We will not cover loss or damage to any personal belongings, including as part of another legitimate claim.

General Conditions

The following conditions apply to the whole of this **Policy**.
If **You** do not comply with these conditions, **We** may:

- refuse to deal with a claim;
- reduce the amount **We** pay;
- cancel this **Policy**; or
- recover any payments already made.

1. Your Duty to Provide Accurate Information

You must:

- take reasonable care to provide complete, accurate and not misleading information;
- notify **Us** immediately of any change in circumstances that may affect this **Policy**;
- comply with **Your duty of disclosure**.

If **You** do not, **We** may apply the remedies set out under the section **Your duty of disclosure**.

2. Your Responsibilities for the Motor Vehicle

You must:

- maintain each **Motor Vehicle** in a roadworthy condition;
- keep it taxed, MOT-certified and legally compliant;
- Use approved security devices where required;
- take reasonable steps to protect it from loss or damage;
- remove keys and lock the **Motor Vehicle** when **Unattended**.

We will not pay for loss or damage arising from poor maintenance or neglect.

3. Claims — What You Must Do

In the event of an incident which may give rise to a claim, **You** must:

1. **Report it immediately** to **Us** or **Our** appointed claims handler, Using the contact details provided.
2. **Provide full information** about the circumstances, drivers involved, and any third parties.

3. **Forward all correspondence** to **Us** unanswered.
4. **Co-operate fully** with any investigation, including attending interviews or inspections.
5. **Provide documents** such as driving licences, proof of ownership, receipts or CCTV footage if requested.

Without **Our Consent You** must not:

- admit liability;
- negotiate;
- agree settlement terms; or
- incur repair costs

4. Business Activity

- **Your Motor** Trade activity must genuinely contribute a part of **Your** overall income.

5. Conduct and Cooperation

You, any **Named Driver**, and anyone acting on **Your** behalf must:

- respond promptly to requests for information;
- not behave in a threatening, abusive or intimidating manner towards **Our** staff;
- act honestly and in good faith at all times.

Failure to co-operate may result in:

- reduced claim payments;
- refusal of a claim;
- cancellation of the **Policy**.

6. Fraud and Misrepresentation

If **You** or anyone acting for **You**:

- makes a fraudulent claim;
- exaggerates or fabricates a claim;
- submits forged documents;
- provides false or misleading information; or
- behaves dishonestly;

We may:

- refuse the claim;
- cancel or void this **Policy**;
- retain the premium;
- recover any payments already made.

We may also notify law enforcement and fraud prevention agencies.

7. Premium Payments

You must pay the premium as required.
If **You** pay by instalments and a payment is missed:

- cover may be suspended;
- the **Policy** may be cancelled;
- any outstanding premium for the time on cover becomes payable.

8. Right of Recovery

If **We** must make a payment under the **Road Traffic Act** that **We** would not otherwise have made under this **Policy**, **We** may recover that amount from **You** or any person responsible.

9. Care of Keys and Security Devices

You must:

- take reasonable care of keys, fobs and entry devices;
- keep them secure and away from the **Motor Vehicle**;
- prevent unauthorised access to keyless entry systems;
- follow all security requirements specified by **Us**.

Claims involving key **Theft** may be declined if reasonable precautions are not taken.

10. Other Insurance

We will not pay for any loss, damage or liability which is covered by another insurance policy.

11. Changes to Your Business

You must tell **Us** immediately of any change to **Your**:

- Business activities;
- premises;
- storage arrangements;
- employees or **Named Drivers**;
- number or type of **Motor Vehicles**;
- trading status;

- insolvency or administration proceedings.

We may amend terms or premium, or cancel this **Policy** if the risk changes materially.

12. Use Outside the Territorial Limits

Cover outside the **Territorial Limits** applies only as described in Section 4 — **Driving Abroad**

13. Arbitration

If **We** and **You** cannot agree the amount to be paid for a claim, the dispute may be referred to arbitration.
The arbitrator's decision will be binding.
This condition does not affect **Your** statutory rights.

14. Choice of Law and Jurisdiction

This **Policy** is governed by the laws of England and Wales.
Any disputes arising under this **Policy** will be dealt with exclusively by the courts of England and Wales, unless **We** agree otherwise.

15. Entire Agreement

This **Policy**, the **Policy Schedule**, the **Certificate of Motor Insurance**, any **Endorsements**, and the information provided in **Your Statement of Fact** form the entire agreement between **You** and **Us**.

16. Assignment

You may not transfer **Your** rights or obligations under this **Policy** without **Our** prior written **Consent**.

17. Vehicles Released from Police Custody

We will not pay release fees or charges applied by the Police or authorities for recovering or storing a **Motor Vehicle**.

18. Dispute Resolution

If **You** are dissatisfied with **Our** service, **You** may make a complaint.
Details of the complaints procedure and the Financial Ombudsman Service are provided in the **Policy Schedule** or accompanying documentation.

Cancellation

Cancelling Your Policy Within the First 14 Days

You are entitled to a 14-day cooling-off period to assess whether this Policy meets **Your** requirements. This period begins on the Policy inception date or the date on which **You** receive **Your** Policy documentation, whichever is later.

If **You** elect to cancel the Policy within this period, **We** will refund any premium paid, subject to:

- A deduction for the period during which cover was provided; and
- An administration fee of £30.00.

If a claim has been made, or any incident has occurred that may give rise to a claim, no refund of premium will be provided.

Cancelling Your Policy After the First 14 Days

If **You** cancel the Policy after the expiry of the 14-day cooling-off period and no claim has been made in the current **Period of Insurance**, **We** will refund any proportionate return of premium due, less:

- A deduction for the period during which cover was provided; and
- An administration fee of £75.00.

If a claim has been made, or any incident has occurred that may give rise to a claim, the full annual premium shall remain payable and no refund will be issued.

Cancellation by Us

We may cancel **Your** policy at any time if **We** have a valid reason. If **We** do, **We** or **Your Insurance Intermediary** will give **You** 7 days' written notice. **We** will send this to **Your** last known postal address or email address.

Reasons **We** may cancel include but not limited to:

1. Unacceptable behaviour

If **You**, a **Named Driver**, or anyone acting for **You** behaves in a threatening, abusive, bullying, or intimidating way, or uses inappropriate language towards **Our** staff.

2. Fraud or misleading information If **You** or anyone acting for **You** makes a fraudulent claim or behaves dishonestly. This includes hiding information, giving false details, or intentionally misleading **Us**.

3. Not co-operating with **Us**

If **You** do not provide information or documents, **We** reasonably need and this affects:

- **Our** ability to assess or process a claim;
- **Our** ability to protect **Our** legal interests; or
- **Our** ability to make fair underwriting or risk decisions.

Refunds

If **We** cancel **Your** policy, **We** will refund the part of **Your** premium that applies from the cancellation date to the end of **Your** policy period. However, **We** will not refund any premium if:

- **You** have made a claim during this period; or
- a claim has been made against **You**.

Fraud-related cancellation

If **We** cancel **Your** policy because of fraud:

- the cancellation may be immediate;
- **We** may treat the policy as if it never existed; and
- **We** may keep any premium **You** have paid.

We may also share information with fraud prevention and law enforcement agencies.

Instalment payments

If **You** pay by instalments and miss a payment, **We** or **Your Insurance Intermediary** may cancel **Your** policy by giving **You** 7 days' written notice.

If a claim has been made during the current **Period of Insurance**, **You** must pay the full annual premium.

Administration Fees

Why Niche Cover Charges Administration Fees for Motor Trade Road Risk Insurance

1. **Specialist Processing and Underwriting Work**
   Motor trade road risk insurance involves more complex risk assessment than standard motor policies. Each adjustment requires specialist underwriters or administrators to review trade activity, validate vehicles and drivers, assess changes in risk, and issue updated documents. Administration fees help recover the cost of this additional manual work.

2. **Regulatory and Compliance Requirements**
   Niche Cover must meet strict FCA, anti-fraud, and underwriting standards. This includes identity checks, verification of motor trade eligibility, monitoring for misuse of road risk cover, and maintaining accurate policy records. These compliance tasks increase administrative workload, and fees support the resources needed to meet these obligations.

3. **System, Data, and Third-Party Costs**
   Servicing road risk policies requires access to Industry databases and operational systems such as vehicle validation tools, driver checks, and secure policy management platforms. Administration fees help cover the cost of these essential systems.

4. **Fair and Transparent Pricing**
   Rather than building administrative costs into the core product pricing, fees are charged in addition and are not subject to Insurance Premium Tax. This keeps base premiums competitive and ensures customers who require fewer adjustments do not subsidise those needing more frequent changes.

5. **The Nature of Road Risk Policies Requires Frequent Adjustments**
   Motor traders often need to update stock vehicles, drivers, Business activities, or trading addresses. Each change must be underwritten and processed accurately to maintain policy validity. Administration fees reflect the time and resources required to manage these updates.

Summary

Niche Cover charges administration fees on motor trade road risk policies to ensure specialist processing is completed correctly, regulatory obligations are met, system and data costs are covered, premiums remain competitive, and frequent policy adjustments are handled efficiently.

Please see the below fee structure for Niche Cover:

New Business	**Mid Term Adjustment**	**Renewal**	**Cancellation within 14 Days**	**Cancellation after 14 Days**
£85	£35	£85	£30	£75