

Excelerator - Motor Trade

Policy Summary

Your Intact Insurance Isle of Man Limited Excelerator Policy is an annual commercial business insurance contract which may be renewed each year subject to your needs and our terms and conditions.

Your Intact Insurance Isle of Man Limited Excelerator Policy provides cover if you are actively operating a formal motor trade business from garage premises for the purposes of sale or supply, repairing, alteration, examination, servicing or maintenance of motor vehicles for customers for income or profit.

Only vehicles owned by you or in your custody or control for the purposes of 'The Motor Trade Business' are covered. Employees vehicles are not covered except when in your custody or control for Motor Trade business purposes.

If your motor trade business stops operating, your Excelerator Policy will not be able to continue.

You can select from a range of covers that suit your needs. Road Risks cover or Property cover must be selected as a minimum. The range of covers available are as follows:

- Road Risks - options:
 - Third Party Only – Protection against third party legal liability for accidental injury or damage including costs and expenses incurred.
 - Third Party Fire & Theft – Fire & Theft cover for vehicles and protection against third party legal liability for accidental injury or damage, including costs and expenses incurred.
 - Comprehensive – Accidental damage, Fire & Theft cover for vehicles and protection against third party legal liability for accidental injury or damage, including costs and expenses incurred.

- Property Damage.
- Business Interruption.
- Money.
- Personal Accident.
- Employers' Liability.
- Public Liability.
- Uninsured Loss Recovery.

Full details of the covers you have selected are shown in your Policy document, Schedule and Certificate of Motor Insurance including details of vehicles insured and persons allowed to drive.

The following tables provide only a summary of the main policy benefits available and the significant terms and conditions. For full details of these and all the terms and conditions you should read the Policy document, a copy of which will be provided at any time on request.

Policy Section 1

The following will automatically be included in your Policy documents, according to the cover you have selected and shown in your Schedule:

Features and Benefits	Significant Exclusions or Limitations
<p>Road Risks</p>	
<p>Territorial Limits</p> <p>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including transit by sea between any of these territories.</p> <p>Damage to Vehicles</p> <p>Loss or damage to vehicles that you own or that are in your custody or control and are used in the course of your business on a road or elsewhere but not on premises or land belonging to you or used by you for the business.</p> <p>Liability to the Public</p> <p>We will indemnify you as standard against your legal liabilities for:</p> <ul style="list-style-type: none"> • Injury to third parties. • Damage to property. <p>New Vehicle Concession</p> <p>Policyholders' Vehicles</p> <p>If a vehicle less than twelve months old and registered in your name (not held for sale) is stolen, or incurs damage exceeding 60% of its list price at the time of the loss, we will replace the vehicle with a new one of the same make and model at a cost of up to £5,000 more than the vehicle's market value at the time of the loss.</p> <p>Vehicles Held for Sale</p> <p>If a new vehicle held for sale is damaged to the extent that you have to declare it to a prospective purchaser and offer a discount to secure a sale, we will consider this discount as part of any claim for the damage.</p> <p>Personal Effects, Clothing and Trade Samples</p> <p>Cover for damage insured by this section to any personal effects, clothing or trade samples belonging to you or your customers.</p>	<p>Cover selected must be Comprehensive or Third Party Fire & Theft. Excluding:</p> <ul style="list-style-type: none"> • Vehicles not registered for road use unless carrying a trade plate. • Vehicle transporter capable of carrying more than two vehicles. • Goods carrying vehicles used for hire or reward. <ul style="list-style-type: none"> • Unlimited amount for injury to third parties. • £5 million for damage to property. <p>Cover selected must be Comprehensive.</p> <ul style="list-style-type: none"> • Cover selected must be Comprehensive. • You agree the discount with us first. • Maximum amount payable is £5,000 per vehicle. <ul style="list-style-type: none"> • Up to £1,000. • Excludes property stolen from an open or convertible car, unless the property stolen was in a locked glove compartment or locked boot.

Features and Benefits	Significant Exclusions or Limitations
<p>European Cover</p> <ul style="list-style-type: none"> You are automatically covered for the minimum level of insurance required by law in all EU member countries and certain other countries when driving abroad. Cover may be extended up to the policy cover selected. <p>Compensation for Loss of Use of Customers' Vehicles</p> <p>Following damage insured under this section to a customer's vehicle we will indemnify you against your legal liability to pay the customer for loss of use.</p> <p>Contingent Liability - Courtesy Cars</p> <p>We will cover your liability arising out of the use of any vehicle hired or loaned to a customer while such customer's vehicle is in your hands for repair servicing or maintenance.</p> <p>Unauthorised Use</p> <p>Cover against your liabilities to the public while a vehicle is being driven by any one of your employees without your consent.</p> <p>Compensation for Court Attendance</p> <p>We provide compensation for each day we ask you or one of your employees to attend court as a witness in connection with a claim for which you are entitled to indemnity.</p> <p>Commercial Loads</p> <p>Cover for liability for damage to customers' commercial loads.</p> <p>Vehicle Locks and Keys</p> <p>Costs necessary to replace locks and keys following loss or theft away from premises.</p> <p>Separate Business Use</p> <p>Should you have any business interests outside of the motor trade, if we agree we will cover any vehicles insured under this Section when they are used occasionally for the purposes of the other business.</p> <p>Demonstration and Tuition</p> <p>Covers anyone driving for demonstration and tuition purposes.</p> <p>Social, Domestic and Pleasure Use</p> <p>Cover is provided for anyone driving with your permission for social, domestic or pleasure use.</p>	<ul style="list-style-type: none"> You must provide details of your visit before travelling to ensure the correct level of cover applies. Cover is provided free of charge for up to 30 days in any one period of insurance. <p>Damage to the vehicle itself is excluded.</p> <ul style="list-style-type: none"> £500 per day for any of your directors or partners and £250 per day for any employee. <ul style="list-style-type: none"> Maximum payable £250,000. Excluding loss of use of commercial load. £1000 any one occurrence. £5000 any one period of insurance. <p>Provided they are accompanied by you or one of your employees.</p> <ul style="list-style-type: none"> Driving will normally be restricted for this purpose to principal partners, directors and employees or named persons.

Policy Section 2

Features and Benefits	Significant Exclusions or Limitations
<p>Property Damage</p> <p>Our Property Damage insurance covers a range of property, including buildings, machinery, plant, equipment and stock on an accidental damage basis:</p> <ul style="list-style-type: none"> • Cover for damage to property at your premises on an accidental damage basis, including breakage of glass, buildings, machinery and plant, computer equipment, stock and other contents, forecourt facilities and vehicles owned by you, or held by you for which you are legally responsible. • Your Sums Insured for buildings, general contents and computer equipment are index-linked. • Cover is provided on a reinstatement basis. <p>Theft Cover</p> <ul style="list-style-type: none"> • Theft cover is provided automatically including damage to premises. • You can choose to exclude theft cover. <p>Stock in Transit</p> <p>Cover for damage to stock while in or on, or being loaded onto or unloaded from, any vehicle owned or operated by you, both at, or away from, the premises.</p> <p>Portable Hand Tools, Mobile Telephones and Pagers</p> <p>Cover is provided for these items, including employees tools both on and away from the premises and used in connection with the business.</p> <p>Refrigerated Stock</p> <p>We will cover the cost of damage to refrigerated stock at the premises caused by breakdown of the refrigerator or accidental failure of the public electricity supply.</p> <p>New Vehicle Concession</p> <p>The New Vehicle Concession specified in the “Road Risks” section applies equally to this section and provides cover for vehicles on the premises, provided loss or damage to vehicles is covered.</p>	<p>Subject to the covers selected and Sums Insured stated in the Schedule.</p> <ul style="list-style-type: none"> • Some specific causes of loss may be excluded. Please refer to the Policy document/Schedule for details. • If the values declared are less than 85% of the reinstatement value of the property covered at the time of loss any claim shall be proportionately reduced. • Theft or attempted theft must involve entry to or exit from the premises by forcible and violent means. • Alarm and security conditions apply. <p>Up to a standard limit of £2,000.</p> <p>Up to a standard limit of £2,000.</p> <ul style="list-style-type: none"> • Up to a standard limit of £500. • Cover excludes damage to refrigerated stock in any unit more than 10 years old.

Features and Benefits	Significant Exclusions or Limitations
<p>Property Damage (continued) Our Property Damage insurance covers a range of property, including buildings, machinery, plant, equipment and stock on an accidental damage basis:</p>	
<p>Vehicles Held for Sale</p> <p>If a new vehicle held for sale is damaged to the extent that you have to declare it to a prospective purchaser and offer a discount to secure a sale, we will consider this discount as part of any claim for the damage provided damage to vehicles is covered.</p> <p>Contents of Customers' Vehicles</p> <p>Cover for damage to the contents of customers' vehicles.</p> <p>Replacement of Locks</p> <p>Cover for the cost of replacing locks at the premises following the theft of keys from the premises or from the home of any director, partner or employee (who has your authority to hold keys).</p> <p>Vehicle Locks and Keys</p> <p>Costs necessary to replace locks and keys following loss or theft from premises involving forcible or violent entry or exit from the premises.</p>	<ul style="list-style-type: none"> • You agree the discount with us first. • Maximum payable £5,000 per vehicle. • Up to £1,000 per vehicle. • Cover excludes fuel. • Up to £2,500. • Excluding cost of replacing locks to a safe or strongroom where the keys have been left on the premises while closed for business. • Cover does not apply if you have chosen to exclude theft cover. • Up to £10000 any one occurrence. • Up to £50000 any one period of insurance.

Policy Section 3

Features and Benefits	Significant Exclusions or Limitations
<p>Business Interruption This covers loss of profit and extra costs involved if you are unable to trade from your premises as a result of damage to your property by one of the insured perils under the Property section:</p>	
<p>Cover provided if trading at your premises is interrupted or extra expense incurred following damage to property covered under the Property Section, as well as interruption resulting from disease, infestation or defective sanitation. This section will cover you for:</p> <ul style="list-style-type: none"> • Loss of gross profit due to a reduced level of trading. • Reasonable expenses incurred to maintain turnover, such as the cost of setting up temporary premises. • Money owed to you that you cannot collect following damage to your business records. 	<ul style="list-style-type: none"> • Up to the limit stated in the policy. • Up to a standard limit £50,000. • You are required to keep a quarterly record of your outstanding book debts away from your premises.

Features and Benefits	Significant Exclusions or Limitations
<p>Prevention of Access and Damage to Suppliers' Premises</p> <p>Cover is also provided if interruption to your business results following damage cover under the Property Section to:</p> <ul style="list-style-type: none"> • A property in the vicinity of your premises which hinders or prevents access to your business. • The premises of any motor vehicle manufacturer or one of their suppliers. • The premises of any of your fuel suppliers. • The premises (not your own) at which new vehicles are stored. <p>Gross Profit</p> <p>In brief, gross profit means sales and services rendered plus the value of closing stock less purchases (net of discounts) plus the value of opening stock and work in progress.</p> <p>Maximum Indemnity Period</p> <ul style="list-style-type: none"> • You can select a maximum indemnity period of either 12, 18, 24, 36 or 48 months which will start from the date of the damage to your premises. • The period you choose should be long enough to allow for any rebuilding work required to your premises to be carried out, and leave enough time for your business to return to normal trading. 	<ul style="list-style-type: none"> • Up to 25% of your gross profit. • Up to 12.5% of your gross profit. • Up to 10% of your gross profit. <p>We will cover you up to your estimate of annual gross profit.</p>
<p>Optional Benefits</p>	<p>Shown in the Policy Schedule if selected</p>
<p>Public Utilities Extension</p> <p>You have the option to extend the Business Interruption section to include cover for the failure of public supplies of electricity, gas, water or telecoms.</p>	<p>Maximum Indemnity Period 3 months in respect of telecommunications.</p>

Policy Section 4a

Features and Benefits	Significant Exclusions or Limitations
<p>Money This covers loss of money while in transit, on your premises or in the home of your employees:</p>	
<p>Cover for loss of money while in transit, on your premises or in the home of your employees. For cash and uncrossed cheques, bankers' drafts, money orders and the like, limits apply for any one loss:</p> <ul style="list-style-type: none"> • On your premises during working hours. <ul style="list-style-type: none"> • 8.00am to 8.00pm or in transit or in a bank night safe • 8.00pm to 8.00pm in the custody of Employees if not contained in locked safe or strong room • On your premises out of working hours. • At your or a partner's or employee's residence. • For crossed cheques, bankers' drafts, credit card sales vouchers and the like. • Clothing and personal effects belonging to you, a director partner or employee lost or damaged during a robbery. 	<ul style="list-style-type: none"> • £10,000 (Note: This limit is reduced to £2,500 if not in the custody of at least two able bodied people). • £250. • in a locked safe: £1,000. • not in a locked safe: £250. • up to a limit of £250 or £500 in a locked safe. • up to a limit of £250,000. • up to a limit of £500.

Policy Section 4b

Features and Benefits	Significant Exclusions or Limitations
<p>Wrongful Conversion</p>	
<p>The Money Section can be extended to cover your legal liability when you purchase a vehicle in good faith and the true owner makes a claim for its return or its value, or the person you have sold the vehicle to makes a claim for breach of implied warranty of title.</p>	<ul style="list-style-type: none"> • You must have written confirmation from HP Information Limited prior to any claim, that the vehicle is not subject to a hire purchase or contract hire agreement. • Up to a standard limit of £10,000 • Option to increase to £50,000 <p>in any one period of insurance.</p>

Policy Section 4c

Features and Benefits	Significant Exclusions or Limitations
Personal Accident (Assault)	
<p>The Money Section can be extended to cover injury or death sustained by you, a director, partner or employee during a robbery or attempted robbery in the course of the business, or any person that you entrust with money.</p> <p>Benefits:</p> <ul style="list-style-type: none"> • Death. • Loss of limbs or sight or permanent total disablement from any occupation. • Temporary total disablement for up to 104 weeks. 	<ul style="list-style-type: none"> • £10,000. • £10,000. • £100 per week • Cover does not apply to employees of a professional security company or organisation.

Policy Section 5

Features and Benefits	Significant Exclusions or Limitations
Personal Accident	
<p>Cover for accidents resulting in serious injury or even death can be arranged on the basis of up to ten named individuals, or for groups of employees (such as clerical staff, management, sales and valeting staff, maintenance and repair staff).</p> <p>Benefits are based on units purchased and fall into two categories.</p> <p>1. Capital lump sum payments.</p> <p>Benefit per unit purchased</p> <ul style="list-style-type: none"> • Death, loss of limbs or sight, speech or Permanent total disablement. 	<p>Cover is available for those over 16 years, and under 65 years, of age.</p> <ul style="list-style-type: none"> • Refer to Schedule for number of units of cover. • Benefits under both categories may be reduced or excluded should injury be sustained while taking part in certain sports or other activities.

Features and Benefits	Significant Exclusions or Limitations
<p>2. Weekly payments.</p> <p>Benefit per unit purchased</p> <ul style="list-style-type: none"> Temporary total disablement for a maximum of 104 weeks. Temporary partial disablement for a maximum of 104 weeks. <p>Standard cover is on a 24-hour worldwide basis.</p>	<p>£10,000 per unit.</p> <p>£100 per week.</p> <p>£50 per week.</p> <ul style="list-style-type: none"> You can choose to restrict cover to accidents of occupation only (i.e. arising out of and in the course of this Business).

Policy Section 6

Features and Benefits	Significant Exclusions or Limitations
<p>Employers' Liability</p> <p>This cover provides protection against legal liability for injury, death or disease to your employees arising out of, and in the course of, their employment:</p>	
<ul style="list-style-type: none"> You are covered for your legal liability for any injury, death or disease suffered by any of your employees arising out of and in the course of their employment by you in the business during any period of insurance. We will pay for damages and claimants' costs and expenses that you are legally liable to pay. Legal defence costs incurred in respect of the Health & Safety at Work Act. <p>Compensation for Court Attendance</p> <p>We provide compensation for each day we ask you or one of your employees to attend court as a witness in connection with a claim for which you are entitled to indemnity.</p>	<ul style="list-style-type: none"> Up to £10,000,000 for any one occurrence. £500 per day for any of your directors or partners. £250 per day for any employee.

Policy Section 7

Features and Benefits	Significant Exclusions or Limitations
<p>Public Liability This cover provides protection against legal liabilities to third parties for accidental injury or damage arising out of your business:</p> <p>Cover for your legal liabilities to third parties for accidental injury or damage arising out of your business, including products that you sell.</p> <p>Cover includes liability arising out of:</p> <ul style="list-style-type: none"> • Injury, death, disease or loss of or damage to property of individuals. • Repair, service and maintenance. • The Defective Premises Act and Data Protection Act. • Loss of use of your customers' vehicles. • Legal defence costs incurred in respect of a breach of the Health and Safety at Work and Consumer Protection Acts. <p>Work Away from your Premises</p> <p>You have the option to include cover for liability that you may incur when working away from your premises.</p> <p>Compensation for Court attendance</p> <p>We provide compensation for each day we ask you or one of your employees to attend court as a witness in connection with a claim for which you are entitled to indemnity.</p> <p>Customer loads</p> <p>Cover for liability for damages to commercial loads of Customer's Vehicles.</p> <p>Motor Sports</p>	<p>Limits of Liability</p> <ul style="list-style-type: none"> • Up to £5,000,000 for any one occurrence is provided, other than for liability in respect of products supplied or sold or pollution and contamination when the same limit applies for any one period of insurance. • You have the option to reduce this limit to either £1,000,000 or £2,000,000. • Only if damage to the vehicle is covered by the Property Section. • £500 per day for any of your directors or partners. • £250 per day for any employee. • Up to £250,000 any one event. <p>Excluding activities relating to motor sports</p>

Policy Section 8

Features and Benefits	Significant Exclusions or Limitations
Uninsured Loss Recovery This provides cover for legal expenses in pursuit of losses not covered by this policy, arising out of loss or damage to a vehicle insured, or to personal possessions or injury caused by the impact of the vehicle:	
Legal expenses cover in pursuit of any loss not insured by the policy and arising out an accident involving a vehicle insured by the policy.	<ul style="list-style-type: none">• Up to £50,000.• You must correctly identify the third party and there must be reasonable grounds for pursuing your legal rights with reasonable prospects of success.

Additional Covers Available: Engineering - Separate Policy

Features and Benefits	Significant Exclusions or Limitations
<p>Engineering Insurance cover is only available if inspection service is required. Payments for this service cannot be made by instalments:</p>	
<p>Engineering Inspection</p> <p>Machinery and plant such as lifts, hoists, steam and pressure vessels require statutory inspection to ensure that they comply with all legal requirements. This service can be provided by Intact Insurance Engineering.</p> <p>Engineering Insurance</p> <p>Where you have selected Engineering Inspection services for your plant and machinery from Exceleator, you also have the option to insure these items against machinery breakdown.</p> <p>You are also covered for:</p> <ul style="list-style-type: none"> • Damage to your property resulting from fragmentation of plant. • Electrical and mechanical plant, including loss of oil or refrigerant resulting from breakdown. • Explosion and collapse of your boiler and pressure plant. • Reasonable costs for temporary repairs or expediting completion of permanent repairs following insured damage. • Additional items that you purchase are covered for a period of twelve months from installation. 	<ul style="list-style-type: none"> • A standard excess of £100 applies. • Up to £2,500. • Provided that statutory inspection requirements are met.

General Conditions and Exclusions

The following are the main conditions and exclusions that apply to the Policy. For full details of these and other conditions, exclusions and limits please read your Policy documents.

Cover	Significant Exclusions or Limitations	Policy Section
Reasonable Precautions.	You must take all reasonable steps to prevent injury damage or pecuniary loss and maintain vehicles in a roadworthy condition at all times.	Policy Conditions
Alterations.	<ul style="list-style-type: none"> You must inform us immediately of any changes to the Business, the Premises or Property which increase the risk. Failure to do so may invalidate your policy or result in a claim being rejected. 	Policy Conditions
Policy Voidable.	<ul style="list-style-type: none"> Policy is voidable in the event of misrepresentation misdescription or non disclosure 	Policy Conditions
Fraud	<ul style="list-style-type: none"> Benefits under the policy are forfeited if any claim is in any respect fraudulent or fraudulent means are used to obtain benefit. 	Policy Conditions
Terrorism.	<ul style="list-style-type: none"> Road Risks excluded other than to meet road traffic legislation - third party property damage limit is £5,000,000. Property and Business Interruption excluded – option available to purchase separate cover. Employers Liability Limit of liability – restricted to £5,000,000. 	Section 1 Sections 2 and 3 Section 6
Loss or Damage to the Vehicle.	Cover excludes wear & tear, loss of value, mechanical, electric, electronic, computer failures or breakdown.	Sections 1 and 2
Defective Work.	Excludes cost of rectifying defective work.	Section 1 7 and General Exclusions
Airside Exclusion.	Excluded other than to meet road traffic legislation.	Policy Schedule and Section 1
Electronic Risk.	Excludes Electronic Risk.	Sections 2, 3 4A and 7
Excesses and limits.	<ul style="list-style-type: none"> The Policy may be subject to excesses that are the amounts you must pay in the event of a claim. Also certain limits may apply. These will be shown in your Schedule, plus any standard excesses/limits stated within the Policy document. 	All Sections and Schedule
Use and Driving of any vehicle.	Cover will not apply if any vehicle is used for a purpose or driven by any person not permitted by the Certificate of Motor Insurance.	

Cover	Significant Exclusions or Limitations	Policy Section
Motor Insurance Database.	You are legally required to advise details of all vehicles insured to the Motor Insurance Database.	Section 1
Operation of Security Measure including Vehicles.	Liability conditional on protective measure being implemented when premises left unattended.	Policy Conditions
Fuel.	Excluding damage caused by use of inappropriate fuel.	Policy Conditions General Exclusions

Important Information

Your Right to Cancel

You may cancel your policy at any time by giving us notice in writing; you will be entitled to a refund of any premiums already paid for the remaining period of insurance if you have not made a claim during the current policy year.

Our Right to Cancel

We may cancel this policy by giving you at least 14 days notice in writing to your last known address; provided no claim has been made in the current policy year we will refund any premiums already paid for the remaining period of insurance.

Making a Claim

Should you wish to make a claim under your policy please call our claims department on **01624 645900** as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

Our Complaints Procedure

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially raise your concerns with your usual business contact. They will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint, you should write to:

The Managing Director
Intact Insurance Isle of Man Limited
P.O. Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

If you are still dissatisfied, you can ask the Financial Services Ombudsman to review your case. The FSO can be contacted as follows:

e-Mail Address: ombudsman@iomoft.gov.im
Telephone Number: 01624 686 500

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

Financial or Trade Sanctions

Intact Insurance Isle of Man Limited is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation where applicable.

Premiums and Payments

Premiums are inclusive of Insurance Premium Tax where applicable. You may pay for your policy annually or, for some policy contracts, by monthly instalments. You may be able to pay annual premiums by direct debit, credit/debit card or by cheque. Monthly instalments can only be paid by direct debit.

Renewing your policy

Shortly before each policy renewal date we will tell you the premium and terms & conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will renew the policy automatically and continue collecting premiums unless you notify us that you wish to cancel the policy.

If you pay by cheque or credit / debit card, you must submit a further payment if you wish to renew the policy. You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in "Your right to cancel the policy" above.

Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

Who regulates us?

Intact Insurance Isle of Man Limited is authorised and regulated by the Isle of Man Financial Services Authority. Our registration number is 007.

