Motor Trade



This is a summary of Your Policy, giving important information about the cover provided so You can check that it is right for You.





Arch Motor Trade Summary of Cover

Summary of Cover

We are keen to work in partnership with You and avoid any misunderstandings.

This is a summary of the cover provided by Your Policy. It does not contain the full terms and conditions of the cover, which can be found in the Policy documents. Any endorsements or amendments applicable can be found in Your Policy Schedule. Endorsements or amendments may change the scope of the cover described in this summary.

It is important that You make a fair presentation of the risk to Us and read the Policy documents carefully when You receive them.

Insurance Provider

Your insurer will be Arch Insurance (UK) Limited,

Registered Office address:

4th Floor, 10 Fenchurch Avenue, London EC3M 5BN

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887

Certain other sections within Your Policy wording may be covered by another named insurer.

Key Covers, Features and Exceptions

Your Policy includes key covers, features and exceptions which are detailed in Your Policy documents. Excesses apply to most claims; the amount will vary depending on the section of the Policy applicable and the claim being made.

Type of Insurance

This Policy provides a comprehensive range of covers for the Motor Trade industry with the flexibility to select covers to meet Your needs.

Policy Term and Premium Payment

The duration of the Policy is 12 months from cover inception date, or as detailed in Your Policy schedule. Your insurance agent will tell You how You can pay the premiums.

Where You can be covered

Geographical area of cover varies between Policy sections. Limited information is provided below but You should check the Policy documents for full details.

Do You need some additional support?

We are committed to ensuring that Our customers receive additional support and guidance when they need it. We understand that vulnerability can affect anyone, and that it may be temporary or permanent.

We can provide support by adjusting Our communication methods and processes if You need Us to. We also have dedicated support resources that can help You.

If there are specific circumstances or requirements that You think We should be aware of, such as health issues, financial hardship, bereavement, or anything else, please contact Your insurance agent or contact Us.

You can find additional information here: Vulnerable Customers - Arch Insurance



Arch Motor Trade Policy

Property Damage – Your Premises – Core Cover

Cover, Features and Benefits

Cover is on an All Risks basis Cover includes

- Architects, surveyors and other professional fees
- Automatic sum insured reinstatement (subject to additional premium payment)
- Day one reinstatement basis available
- Debris removal
- Index linking provided as standard
- Fire brigade damage up to £10,000
- Fire extinguishing expenses up to £10,000
- Internal and external fixed glass
- Temporary removal for contents, portable computer equipment documents & computer systems records variable limits
- Contracted sale of vehicle cancelled due to damage to the vehicle
- Lock replacement premises up to £1,000, Lock replacement vehicles up to £20,000
- Loss of use customers vehicles up to £25,000
- Loss of metered water up to £10,000
- New vehicles held for sale loss or damage or stolen but undamaged up to £5,000
- New vehicle replacement following damage that is more than 50% of the Insured value within 1 year of the date of first registration
- Seasonal increase 30% increase on Insured vehicles February, March, August & September

Optional Covers

- Subsidence, Ground Heave and Landslip
- Perishable goods

- Wear and tear, corrosion, gradual deterioration, faulty or defective design and materials
- Mechanical and electrical breakdown or derangement
- Faulty or defective workmanship, operational error or omission by You or Your employees
- Pollution or contamination
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire or explosion) in respect of vacant or disused buildings
- Vehicles situated off the premises
- Theft involving dishonest or fraudulent action by Your employees or persons lawfully on the premises
- Unexplained disappearance, shortage or misplacing of information
- Consequential loss or damage
- Damage by fire involving the application of heat
- Minimum standards of security apply



The first part of any claim where an excess applies as detailed in the schedule

- Subsidence caused by new structures bedding down or newly made up ground settling
- Property in transit (see separate section)
- Acts of terrorism (separate section available)

Equipment Breakdown Section – Core Cover

Cover, Features and Benefits

- Cover for breakdown, explosion and collapse and operator error in respect of covered plant
- Covered plant includes boilers, lifts, air-conditioning, computers, office equipment i.e. faxes, copiers, etc.
- Computers includes cover for reinstatement of data and increased cost of working
- Business Interruption

Significant Exceptions and Limitations - Please refer to Your Policy documents for full details

- Process or production machinery
- Equipment used for research, diagnostic (other than Vehicle diagnostic equipment), experimental and scientific purposes
- Mobile plant and equipment or construction equipment
- Maximum computer limit £100,000 including reinstatement of data and increased cost of working
- Maximum business interruption limit £100,000

Business Interruption Section – Optional Cover

Cover, Features and Benefits

Interruption to Your Business following an insured loss under the Property Damage section which results in reduced income and increased running costs Cover includes

- Prevention of access
- Interruption to Your Business as a result of damage at Your suppliers subject to a limit of 33.33% of gross profit sum insured
- Property at exhibition sites automatic limit of £25,000
- Property stored automatic limit 12.5% of gross profit sum insured

Optional covers

- Book Debts
- Failure of public utilities (electricity, water or gas) lasting more than 4 hours or telecommunications lasting longer than 24 hours specific limits can be selected
- Declaration Linked (133 1/3rd uplift)
- Loss of MOT licence linked to test fee income

- Losses excluded under the Property Damage Section
- In respect of Book Debts
 - Erasure or distortion of information on computer systems or records
 - Deliberate falsification of business records
 - Keep a copy of Your outstanding debit balances in a fire resistant safe or away from the premises



- In respect of Loss of MOT licence
 - Suspension or warning received during 4 weeks immediately following inception of cover
 - Failure to maintain accurate and up to date documentation

Money, Personal Accident Assault and Wrongful Conversion Section – Optional Cover

Covers, Features and Benefits

- Loss of money belonging to Your Business on Your Premises, in transit, on contract sites, at private homes of key staff and at any bank night safe
- Bodily injury to You or Your employees as a result of assault or attempted assault whilst carrying money belonging to the Business

Optional extension

Wrongful conversion – cover if You purchase a vehicle from someone who is not the true owner

Significant Exceptions and Limitations - Please refer to Your Policy documents for full details

- Accompaniment condition
- Loss due to the fraud or dishonesty of Your employees unless discovered within 7 days
- Shortages due to errors or omissions
- Losses from unattended vehicles, gaming machines, vending machines or automated teller machines
- Loss arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Wrongful conversion checks required from HPI or Experian

Goods in Transit Section – Optional Cover

Cover, Features and Benefits

Cover for property insured whilst in transit over land or water anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Cover includes

- Standard £2000 limit in respect of stock in trade, components and portable hand tools can be increased
- Cover for employees personal belongings up to £500
- Losses to sheets, ropes, tarpaulins and packing materials
- Damage to customers goods up to £500

- Losses due to defective or inadequate packing, insulation or labelling
- Theft or attempted theft of goods from unattended vehicles unless certain guidelines are met
- Losses due to delay, disappearance or inventory shortage
- The first part of any claim Your excess



Legal Liabilities Section – Core Cover

This Section comprises the Employers' Liability, Public Liability and Defective Workmanship and Sales Indemnity Sub-Sections

Cover, Features and Benefits

Employers' Liability Sub-Section - Core Cover

Protection against Your legal liabilities to pay compensation in respect of injury sustained by Your employees in the course of the Business up to a limit of £10,000,000 including costs and expenses

Cover includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in Your employment by third parties
- Compensation for court attendance as a witness in connection with any claim under this section
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas

Significant Exceptions and Limitations - Please refer to Your Policy documents for full details

- Cover for acts of terrorism is limited to £5,000,000 any one event
- Work in or on or travel to or from any offshore installation
- Injury to an employee for which compulsory motor insurance is required under Road Traffic Acts legislation

Public Liability Sub-Section – Core Cover

Protection against Your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction or interference up to the limit stated in the schedule including costs and expenses

Cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by You within Great Britain,
 Northern Ireland, the Channel Islands and the Isle of Man
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Defective Premises Act liability
- Personal liability of employees, directors or partners whilst they are overseas on Your Business
- Employees' and visitors' personal belongings
- Compensation for court attendance as a witness in connection with any claim under this section

- Loss or damage to property in Your custody or control or to products supplied
- Pollution unless caused by a sudden and identifiable incident
- Territorial Limits exclude USA and Canada unless specifically agreed
- Work in or on or travel to or from any offshore installation
- Cover for any design, formula and advice provided by You for a fee or where a fee would normally be charged
 is excluded
- Fines penalties or punitive damages
- The first part of any claim Your excess
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos



Defective Workmanship/Sales Indemnity Sub-Section – Core Cover

Protection against Your legal liability compensation costs and expenses following injury or damage by goods that You have sold, supplied, repaired, serviced, tested or delivered up to the limit stated in the schedule

Cover is extended to include:

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation up to £100,000
- Financial Loss products supplied not being of merchantable quality up to £250,000

Significant Exceptions and Limitations - Please refer to Your Policy documents for full details

- Pollution unless caused by a sudden and identifiable incident
- Territorial limits exclude USA and Canada unless specifically agreed
- Cover for any design, formula and advice provided by You for a fee or where a fee would normally be charged
 is excluded
- Liability arising out of products supplied which to Your knowledge is for use in or on any aircraft or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
- Fines penalties or punitive damages
- Territorial limit for products supplied is worldwide other than those that are known to be sold, supplied, erected, repaired, altered, treated or installed by You in the USA or Canada
- The first part of any claim where an excess applies as detailed in the schedule

Legal Expenses Section – Core Cover

Cover, Features and Benefits

Provided by ARAG Legal Expenses Insurance Company Limited (ARAG). Cover up to £500,000 for Your legal costs and expenses for the following:

- Business helplines legal advice, tax advice, counselling, identity theft
- Online employment manual: guidance on employment law
- ARAGbusinesslaw: online law guide and template documents for download
- Employment legal expenses for:
 - Defence of employment disputes and payment of compensation awards (the most We will pay in total for all compensation awards in any one Period of Insurance is £1,000,000).
 - Employee civil legal defence
 - Service occupancy
- Legal defence for:
 - Criminal pre-proceedings
 - Criminal prosecution defence
 - Data protection
 - Wrongful arrest
 - Statutory notice appeals
 - Jury service/court attendance
 - Disciplinary hearings

- Statutory licence appeal
- Contract disputes (minimum amount in dispute £200 inc VAT)
- Debt recovery (minimum amount in dispute £200 inc VAT)
- Property protection
- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)
- Employment restrictive covenants
- Social media defamation
- Corporate identity theft

ARAG will appoint a preferred lawyer or other professional for You.

Unless ARAG are liable for a compensation award under the Policy, You may choose Your own lawyer when legal proceedings start or if there is a conflict of interest.



Exceptions and Limitations – Please refer to Your Policy documents for full details

- Claims which do not arise directly in connection with the insured Business
- Any claim reported to ARAG more than 180 days after the date You should have known about the insured incident
- Civil cases (except crisis containment, social media defamation and corporate identity theft) where the lawyer
 ARAG appoint for You does not believe You will be more likely than not to win Your case
- Costs You incur without ARAG'S expressed acceptance
- Legal problems that started before the date Your cover begins
- Costs and compensation awards which exceed the Policy limits
- Fines, penalties, compensation or damages You are ordered to pay by a court or other authority other than compensation awards covered under employment disputes and compensation awards and legal defence
- The VAT element of any costs if You are registered for VAT
- If ARAG agree You can choose Your own lawyer, any costs above £100 per hour (this amount may vary from time to time)
- Other exceptions apply, including specific exceptions per element of cover please refer to Your Policy documents

Engineering Inspection Section – Optional Section

Service provided by HSB Engineering Insurance Services Limited (HSBEISL).

Service, Features and Benefits

Provides statutory or non-statutory inspection of items of machinery and plant

- Machinery to be maintained and in good working order
- Where required plant to be dismantled and reassembled as necessary to allow inspection



Road Risks Section - Core Cover

Cover, Features and Benefits

Standard cover is on a Comprehensive basis

- Protection against Your legal liability for bodily injury and damage to property caused by an Insured vehicle
 unlimited indemnity in respect of death or injury and £5,000,000 for damage to property
- Loss or damage to any vehicle which is Your property or in Your custody or control in connection with Your Business

Cover is extended to include

- Compensation for court attendance as a witness in connection with any claim under this section
- Loss of use customers vehicles up to £25,000
- Unauthorised movement of vehicles obstructing Your premises
- Locks and keys replacement up to £20,000 any one period of insurance
- New vehicle replacement following damage that is more than 50% of the Insured value within 1 year of the date of first registration
- Foreign use in EU countries and other countries to which We may agree
- New vehicles held for sale loss or damage up to £5,000
- Motor Legal Protection Section (Assistance recovering uninsured losses if involved in a non-fault accident)

- Wear and tear, failures, breakdowns or breakages of mechanical, electronic or computer equipment
- Damage to tyres unless caused by an accident
- Loss of or damage to Your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it will not be covered if it has been left unlocked, left with the keys in it, left with the windows, roof panel or roof open (in the case of a convertible vehicle) or reasonable precautions have not been taken to protect it
- Any legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply
 where such liability is required to be covered under the Road Traffic Acts. This exception does not apply to
 damage to Your vehicle
- Death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered under the Road Traffic Acts
- Anyone who is insured under any other policy
- Any accident, injury, loss or damage whilst any vehicle is being used in or on an airport or airfield
- Any insured vehicle whilst in or on the premises covered under the property damage section
- Loss of use other than in respect of customers vehicles
- Any loss liability or damage of any vehicle being used for racing, pace making, used in any contest, reliability or speed trial
- The first part of any claim where an excess applies as detailed in the schedule



Motor Legal Protection Section – Core Cover

Cover, Features and Benefits

Provided by ARAG Legal Expenses Insurance Company Limited (ARAG). Cover up to £250,000 for Your legal costs and expenses for the following:

- Uninsured loss recovery and personal injury (following a non-fault accident)
- Motor prosecution defence
- Motor contract disputes (minimum amount in dispute £500 inc VAT)
- Replacement hire vehicle (following a non-fault accident)
- Hire assist
- Access to the commercial helplines and online tools provided with the Legal Expenses section

ARAG will appoint a preferred lawyer or other professional for You. Unless ARAG are liable for a compensation award under the Policy, You may choose Your own lawyer when legal proceedings start or if there is a conflict of interest.

Significant Exceptions and Limitations – Please refer to Your Policy documents for full details

- Any claim reported to ARAG outside of a reasonable time of it happening and where this affects the merits of the claim or prejudices ARAG'S position
- Claims for uninsured loss recovery, personal injury, replacement hire vehicle or motor contract disputes where the lawyer ARAG appoint for You does not believe You will be more likely than not to win Your case
- Costs You incur without ARAG'S expressed acceptance
- Legal problems that started before the date Your cover begins
- Costs which exceed the Policy limits
- Fines, penalties, compensation or damages You are ordered to pay by a court or other authority
- If ARAG agree You can choose Your own lawyer, any costs above £100 per hour (this amount may vary from time to time)
- The first £250 of any motor contract disputes claim
- Other exceptions apply, including specific exceptions per element of cover please refer to Your Policy documents

General Conditions and General Exceptions – Core Terms

Significant Policy Exceptions and Policy terms - Please refer to Your Policy documents for full details

General Conditions (Applicable to all sections unless stated otherwise)

- Average
- Cancellation
- Change of Risk
- Choice of Law and Jurisdiction
- Claims Procedure
- Contracts (Rights of Third Parties) Act 1999
- Contribution
- Discharge of Liability
- Fair Presentation of the Risk
- Fraud
- Interest Clause
- Reasonable Care
- Reinstatement

- Sanction Limitation and Exclusion
- Sanctions and Financial Crime Documentation
- Statement of Fact
- Subjectivity Condition
- Subrogation
- Warranties

General Exceptions Applicable to all sections unless stated otherwise

- Computer Virus and Hacking
- Date Recognition
- Date Recognition Computer Equipment
- Marine Risks
- Nuclear Risks
- Pollution and Contamination
- Sonic Bangs
- War Government and Terrorism



Your Obligations — Please refer to Your Policy document for full terms and conditions

You must

- Make a fair presentation to Us of the risk at the start, renewal or at any mid-term change to the Policy
- Tell Us if there are changes to the risk
- Maintain Your Premises and Your Property, and keep Your Vehicles in a roadworthy condition
- Take all reasonable steps to avoid injury, damage or any other claim
- Comply with the terms and conditions of the Policy generally, and in each applicable section
- Cooperate with the insurers in the event of a claim
- Pay the premium

Cancellation

We may cancel this Policy or any part thereof by giving 7 days notice to Your last known address or in respect of the Road Risks Section in the case of Northern Ireland to the Department of the Environment Northern Ireland

You will have the right to cancel for any reason during the first 14 day period after You receive Your Policy documents or if You sell the Business or cease to trade

Provided there have been no claims made under the Policy or that no incident has occurred that is likely to give rise to a claim and that there has been no breach of any Policy conditions, You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

How to Make a Claim

To make a Motor Claim

If You need to report or make a claim for Accident, Fire, Theft, Vandalism or Windscreen contact Our helpline which is open 24 hours a day 365 days a year on **0333 207 2262**. Alternatively call **+44 20 3023 3383** from outside the United Kingdom.

It is important that You notify Us of any Accident at the earliest opportunity, if safe to do so from the scene of the accident. This will help Us to give You the best service as well as control the claim costs and the future cost of Your insurance.

Alternatively to register a new claim under any Section other than Motor Legal Protection, You can email full claim details, including Your Arch Motor Fleet Policy Number, to Us at:

- For new claims: <u>newukmotorclaims@archinsurance.com</u>

Or if you are contacting Us about an existing claim, You can email Us at:

- For existing claims: <u>ukmotorclaims@archinsurance.com</u>

To make a claim to ARAG (Legal Expenses and Motor Legal Protection)

To make a claim under the Legal Expenses section, call ARAG on **0370 755 3111**, available 24 hours a day, 7 days a week. Have Your ARAG policy number **TS5/6954722** ready and You'll be asked about Your claim.

To make a Motor Legal Protection claim, call ARAG on 02920 857238, quoting reference TS0/6954499.

Please do not ask for help from a lawyer or anyone else before ARAG have agreed that You should.

Alternatively You can visit claims.araginsurance.co.uk

All other Claims

To register a claim under any other Section You should email full details of the claim including Your Arch Policy number to commercial.claims@archinsurance.com or call **0345 258 3880**.

If You have a need to seek additional assistance, please contact Your insurance agent.



How to Complain

If You have an enquiry about this Policy please contact Your insurance agent who arranged the Policy for You.

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. We are committed to providing the highest standard of service at all times.

If You have cause to make a complaint, You can do so at any time by following the steps outlined below.

How to make a complaint

You can contact Us at:

Call:

or

Fmail: complaints@archinsurance.com

Call: 0333 207 2268 (calls to this number are charged at the same rate as

01 and 02 numbers on mobile phone tariffs in the UK)

Post: Complaints Manager, Arch Insurance (UK) Limited

4th Floor, 10 Fenchurch Avenue, London EC3M 5BN

Or You can complete an online complaint form at:

https://insurance.archgroup.com/divisions/international/consumer-complaint/

For complaints relating to the Engineering Inspection Section, please contact:

Email: complaints@hsbeil.com

Call: 0330 100 3433 (calls to this number are charged at the same rate as

01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department, HSB Engineering Insurance Service Limited

Chancery Place, 50 Brown Street, Manchester M2 2JT

Or You can complete an online complaint form at:

www.munichre.com/hsbeil/en/contact/inspection-service-complaints.html

For complaints relating to the Legal Expenses Section or Motor Legal Protection Section, including complaints relating to the helplines and online tools, please contact:

Email: customer-relations@arag.co.uk

> 0344 893 9013 (calls to this number are charged at the same rate as

> > 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department, ARAG Legal Expenses Insurance Company Limited

Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Further information is available from ARAG at:

www.arag.co.uk/complaints

If We have not resolved Your complaint

If We do not succeed in resolving Your complaint, or if You have not received a final response, within 8 weeks of the complaint being made, You may have the right to refer Your compliant to the Financial Ombudsman Service (FOS). You must do this within six months of receiving Our final response letter.

Contact details for the Financial Ombudsman Service (FOS) are:

0800 023 4567 Call: (calls to this number are free from "fixed lines" in the UK) 0300 123 9123 (calls to this number are charged at the same rate as

01 and 02 numbers on mobile phone tariffs in the UK)

Post: The Financial Ombudsman Service

Exchange Tower, London E14 9SR

www.financial-ombudsman.org.uk/make-complaint Web:

complaint.info@financial-ombudsman.org.uk Email:

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Following this complaints procedure does not affect Your right to take legal action.



Financial Services Compensation Scheme

Arch Insurance (UK) Limited, and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS)

If We are unable to meet Our obligations You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Their telephone number is **0800 678 1100** or **020 7741 4100**

Further information is available from the FSCS at www.fscs.org.uk.



Arch UK Regional Division

Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.