

Motor Trade

POLICY SUMMARY



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 | Insurance

Arch Motor Trade Policy Summary

Policy Summary

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

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to us and read the policy document carefully when you receive it.

Insurance Provider

Your insurer will be

Arch Insurance (UK) Limited

Registered address:

5th Floor, Plantation Place South
60 Great Tower Street
London, EC3R 5AZ

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

and

Ageas Insurance Limited

Registered address:

Ageas House, Hampshire Corporate Park
Templars Way, Eastleigh
Hampshire SO53 3YA

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 202039

with the exception of certain sections within your policy wording, which 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 documentation. 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 for full details.

Motor Trade Policy

Property Damage – Contents – 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

Significant Exceptions and Limitations – Please refer to your policy document

- 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 document

- 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

Significant Exceptions and Limitations – Please refer to your Policy document

- 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 document

- 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

Significant Exceptions and Limitations – Please refer to your Policy document

- 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

Cover, Features and Benefits

Employer's Liability Sub Section

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 document

- 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

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

Significant Exceptions and Limitations – Please refer to your Policy document

- 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

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 document

- 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 DAS Legal Expenses Insurance Company Ltd (DAS). 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
- DASbusinesslaw: online law guide and template documents for download
- Defence of employment disputes and payment of compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance)
- Legal defence for
 - Criminal prosecutions
 - 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

DAS will appoint a preferred lawyer or other professional for you. Unless DAS 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 document

- Claims which do not arise directly in connection with the insured business
- Any claim reported to DAS 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 DAS appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without DAS' 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 DAS 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 document

Terrorism Section – Optional Cover

Cover, Features and Benefits

Covers damage to material property and business interruption caused by acts of terrorism or sabotage

Significant Exceptions and Limitations – Please refer to your Policy document

- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution, insurrection, rebellion, military or usurped power
- Loss or damage by electronic means
- Biological or chemical pollution or contamination
- Nuclear detonation nuclear reaction nuclear radiation or radioactive contamination
- Damage to residential property in the name of a private individual
- Cover limited to England, Wales and Scotland

Engineering Inspection Section – Optional Cover

Cover, Features and Benefits

- Covers statutory or non-statutory inspection of items of machinery and plant
- Inspections carried out by HSB Engineering Insurance Services Limited

Significant Exceptions and Limitations – Please refer to your policy document

- 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)

Significant Exceptions and Limitations – Please refer to your policy document for full details

- 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
- 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 DAS Legal Expenses Insurance Company Ltd (DAS). 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

DAS will appoint a preferred lawyer or other professional for you. Unless DAS 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 document

- Any claim reported to DAS outside of a reasonable time of it happening and where this affects the merits of the claim or prejudices DAS' position
- Claims for uninsured loss recovery, personal injury, replacement hire vehicle or motor contract disputes where the lawyer DAS appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without DAS' 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 DAS 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 document

Your Obligations – Please refer to your policy document for full details

You must

- Make a fair presentation to us of the risk at the start, renewal or variation of the policy
- Tell us if there are changes to the risk
- Maintain your premises, property and 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 documentation 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 or vandalism contact our helpline which is open 24 hours a day, 365 days a year on **0345 415 0489**. Please have your policy number to hand when calling.

Alternatively call **+44 2392 205 471** from outside the United Kingdom.

If you need to make a claim for windscreen damage contact our windscreen helpline which is open 24 hours a day, 365 days a year on **0345 128 7905**. Please have your policy number to hand when calling.

To make a claim to DAS

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

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

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

All other Claims

To register a claim under any other Section You should email full details of the claim including your policy number to commercial.claims@archinsurance.co.uk or call **0345 258 3880**.

If you need additional assistance please contact your insurance broker or adviser.

How to Complain

If you have any enquiry arising from your policy please contact your insurance broker or adviser who arranged the policy for you quoting the policy number in all cases

If you have a complaint arising from Your Policy please write to the

Complaints Manager
Arch Insurance (UK) Limited
5th Floor, Plantation Place South
60 Great Tower Street
London EC3R 5AZ
Email: complaints@archinsurance.co.uk

After this action if you are still not satisfied with the way a complaint has been dealt with, your complaint may also be referred to the Financial Ombudsman Service. The address is

Financial Ombudsman Service
Exchange Tower London E14 9SR
www.financial-ombudsman.org.uk
Telephone: 0800 023 4567/ 0300 123 9 123
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal proceedings

Financial Services Compensation Scheme

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

Should we be unable to meet our liabilities you may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS. Their telephone number is **0800 678 1100** or **020 7741 4100**.

Alternatively, more information can be found at www.fscs.org.uk.



Arch UK Regional Division

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