

Motor Trade Policy Summary

Some important facts about your Motor Trade Insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the Insurance Policy Booklet to make sure you understand the cover it provides. All references below are to the relevant section of the Insurance Policy Booklet.

NAME OF INSURER:

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar.

Your policy has been arranged by Markerstudy Insurance Services Limited on behalf of the authorised insurer.

MOTOR TRADE ROAD RISKS SECTION

TYPE OF INSURANCE:

The policy offers motor insurance with either Comprehensive, Third Party Fire and Theft or Third Party Only cover for Motor Trader(s), as selected by you when requesting the quotation and itemised in your Schedule.

SIGNIFICANT FEATURES AND BENEFITS:

Your policy includes the following features, which are explained in detail in your Policy Booklet:

Cover	Comprehensive	Third Party Fire & Theft	Third Party Only
Legal liability for death or injury to any other person, including passengers.	Included	Included	Included
Legal liability for damage to other people's property up to £1,200,000 as standard but this amount may be increased.	Included	Included	Included
Damage to your vehicle.	Included up to the trade market value	Fire and Theft Only up to the trade market value	Excluded

Foreign use.	Includes minimum cover needed by law in the countries listed in the policy. Cover may be extended, at our option, subject to payment of an additional premium. You must notify your insurance adviser in advance of travel.	Includes minimum cover needed by law in the countries listed in the policy. Cover may be extended, at our option, subject to payment of an additional premium. You must notify your insurance adviser in advance of travel.	Includes minimum cover needed by law in the countries listed in the policy. Cover may be extended, at our option, subject to payment of an additional premium. You must notify your insurance adviser in advance of travel.
Windscreen repair / replacement	Normally excluded – ask your insurance adviser for full details.	Excluded	Excluded
Voluntary work & 'indemnity to principal' cover	Included	Included	Included
Cover under the Corporate Manslaughter and Corporate Homicide Act 2007 up to £5m – only applies to policies in the name of a company.	Included	Included	Included
Damage to Customer's Vehicles	Cover is provided in the UK for Customer's Vehicles up to their market value	Cover is provided in the UK for Customer's Vehicles up to their market value	Excluded

Indemnity is based upon the vehicle value limit selected. This will be the maximum amount payable per incident.

OPTIONAL BENEFITS – ASK YOUR INSURANCE ADVISER FOR FULL DETAILS

Demonstration Use - Subject to payment of an additional premium and the relevant endorsement shown on your policy schedule, your policy can be extended to allow accompanied demonstration use of a vehicle to a prospective purchaser. Please refer to your insurance adviser for further details.

Secondary Business Use - Subject to payment of an additional premium and the relevant endorsement shown on your policy schedule, your policy can be extended to allow use in respect of selected secondary occupations. Please refer to your insurance adviser for further details.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

Your policy excludes some situations. Please refer to your Policy Booklet for full details, but the most significant or unusual exclusions and limitations are outlined below: -

You will be responsible for the first part of any claim – this is known as the “Excess”. The Excess will be shown on your Schedule. Refer to your insurance adviser for details. Refer to, Exceptions to Subsections 4 and 5 (i) of Section A.

If your vehicle is damaged while a young or inexperienced person (including you) is driving, or is in charge of the vehicle, you will have to pay an additional amount, as well as the ‘Excess’. Refer to (including for the additional amounts) Excesses for young or inexperienced drivers. Refer to, Exceptions to Subsection 6 of Section A.

Unless we have agreed to provide cover (for a particular vehicle(s)) on a retail market value basis, all claims payments in respect of any motor vehicle the property of you, your spouse, any partner or director which is rendered a total loss will be calculated on a trade market value basis and the selected level of indemnity should reflect this. Refer to your insurance adviser for details. Refer to, Exceptions to Subsections 4 and 5 of Section A, "The most we will pay".

Employees are restricted to use for Motor Trade purposes only.

Employees' vehicles are excluded. Refer to Definitions, "Your vehicle".

Liability, loss or damage incurred when a customer vehicle is used for Social, Domestic and Pleasure purposes is excluded. Refer to Exceptions (l) to all subsections of Section A.

Vehicle Transporters capable of carrying more than two vehicles or Steam Driven vehicles are also excluded. Refer to Definitions, "Your vehicle".

Any vehicle used for hire, reward or teaching someone to drive is excluded. Refer to Definitions, "Your vehicle".

Damage to or loss of your vehicle or its accessories when your vehicle is left unattended is excluded unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured. This applies even for short periods such as in a petrol station. Refer to, Exceptions to Subsections 4 and 5 (m) of Section A.

Loss or damage caused by an inappropriate type or grade of fuel being used is excluded. Refer to, Exceptions to Subsections 4 and 5 (t) of Section A.

Any liability to others, or loss or damage to any vehicle covered by this insurance when the vehicle is being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed is excluded. Refer to, Exceptions to all Subsections of Section A, exception A (6).

Any liability to others, or loss or damage to any vehicle covered by this insurance is excluded when the vehicle is carrying a load or a number of passengers which is unsafe or greater than the manufacturer's specifications. Refer to Exceptions to all Subsections of Section A, exception A (7).

Loss or damage when your vehicle is left unattended is excluded if the last person in charge of your vehicle before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive. Refer to, Exceptions to Subsections 4 and 5 (p) of Section A.

Loss or damage to any vehicle in or on the business premises, or on a road at or within one kilometre of the business premises is excluded. Refer to Exceptions to Subsections 4 and 5 (r) of Section A.

Cover and use are restricted for certain makes, models and types of vehicle. Refer to your insurance adviser for details.

Loss, damage, injury or Legal Liability arising out of any motor vehicle or trailer whilst being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial is excluded.

Any liability to others, or loss or damage to any vehicle is excluded when the vehicle is registered in a country other than the UK (unless you have our specific, written agreement to such a vehicle being covered under the policy). Refer to Exceptions to all of Subsections of section A (A,13).

Loss or damage to more than two vehicles, if they are stolen from or damaged at your residential address in the same incident, unless:

- You have extended your policy by buying additional Premises Cover for the address concerned; or
- The total cost of the claim is less than £50,000 or three times the Limit of Indemnity as shown in your schedule, whichever is less

You must be able to provide if requested:

- evidence that you are reliant on regular motor trade activity, for a significant portion of your income
- evidence that the earnings from your motor trade activity are declared to the appropriate authorities

Refer to Section A conditions (H)

EMPLOYERS' LIABILITY SECTION

TYPE OF INSURANCE

The policy provides protection for businesses against damages and legal costs that arise as a result of claims from employees suffering an injury or disease arising out of their employment.

The cover provided complies with UK compulsory employers' liability law.

SIGNIFICANT FEATURES AND BENEFITS

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits.

The limit of indemnity is the maximum amount we will pay for any claim (including costs). For most claims it is £10,000,000, but it is restricted to £5,000,000 for claims relating to either asbestos or terrorism.

Cover includes:

- protection for any principal for claims arising out of your work.
- the cost of defending a prosecution under the Health and Safety at Work Act or the Corporate Manslaughter and Corporate Homicide Act 2007.
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry.
- compensation for attendance at court as a witness.
- unsatisfied court judgments extension. If an employee is injured at work by somebody else and the other person doesn't pay the court award that your employee gets from them, we will cover it.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

Cover does not include:

- claims for which compulsory motor insurance is required. Refer to Exceptions to Subsection 1 (a) of Section B.
- claims arising out of work offshore. Refer to Exceptions to Subsection 1 (b) of Section B.

The policy contains requirements concerning:

- the use or wearing of personal protective equipment by employees,
- the use of industrial machinery by employees.

Please refer to Conditions that apply to Subsection 1 of Section B.

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- employees working at height.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

PUBLIC LIABILITY AND SALES AND SERVICE LIABILITY SECTION

TYPE OF INSURANCE

The insurance policy provides protection for motor trade businesses against damages and legal costs that arise as a result of claims from any person, other than employees, suffering an injury, disease or damage to their property.

Cover can be taken with or without Sales and Service liability. Sales and Service liability covers injury or damage to property arising out of your sales of vehicles and parts and your servicing or repair of vehicles.

SIGNIFICANT FEATURES AND BENEFITS:

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits and Sales and Service liability.

The limit of indemnity is the maximum amount The Insurer will pay for any claim (including claimants costs). The Insurer usually offers the option of either a £1m, £2m or £5m limit. In addition the costs of defending a claim are covered by the policy. The limit chosen will also be the maximum The Insurer will pay in total for the period of insurance for claims relating to Sales and Service liability or Pollution.

Cover includes:

- protection for any principal for claims arising out of your work.
- the cost of defending a prosecution under the Health and Safety at Work Act or the Corporate Manslaughter and Corporate Homicide Act 2007.
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry.
- compensation for attendance at court as a witness.
- liability arising under the Defective premises Act 1972.
- liability arising under the Data Protection Act 1998.
- overseas personal liability for you and your family members when you travel on business.
- liability arising under the Consumer Protection Act 1987 and the Food Safety Act 1990 if you have chosen Sales and Service liability cover.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

Cover does not include:

- claims for which compulsory motor insurance is required,
- arising out of your use of watercraft or offshore installations.
- damage to goods owned by you, goods held in your care, custody or control, completed works or work materials.
- Damage to customers' vehicles that are in your care for work.
- Damage to property being worked upon caused by the work you do.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS: (continued)

- products exported to the USA or Canada (You can however request that Zenith Insurance Plc include USA or Canada exports)
- product recall or guarantee.
- products intended for use in aircraft or offshore installations.
- additional liabilities (beyond those normally associated with the sale of goods) that you assume under contract.
- claims for your products failing to fulfil their purpose unless the failure is due to a defect in their manufacture or installation.
- professional indemnity cover or claims for financial loss where there has been no injury or damage.
- liquidated damages clauses, penalty clauses, performance warranties or guarantees.
- gradual pollution.
- liabilities arising under JCT 21.2.1.
- claims arising out of terrorism or war.
- claims arising out of asbestos or radiation.
- claims that would breach international sanctions
- claims for damage or injury arising out of any motor vehicle or trailer whilst it is being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial, but this exception does not apply to Employers' Liability.

In addition there are conditions relating to the way you conduct your work, including:

- checking the insurance details of any of any sub-contractors who are not employees,
- using heat away from your premises,
- burning waste or other materials

Please ensure that you are familiar with the requirements made by these conditions.

The Insurer will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance including in any Endorsement throughout the Period of Insurance.

ALL SECTIONS

The policy is an annually renewable non-investment insurance contract and is governed in all respects by the law applying in the particular country in the UK in which you live.

Cover is not provided at all when your vehicle is used on a derestricted toll road – including the Nurburgring. Refer to General Exception E.

If the person who is in charge of and/or driving your vehicle at the time of an accident has a motoring conviction for a drinks and/or drugs offence we will not provide cover, other than where required by law, if they receive another motoring conviction for a drinks and/or drugs offence relating to that incident. Refer to General Exception H

CLAIMS

You should report immediately any accident, loss, injury, damage, claim or occurrence which could lead to a claim under the policy **to Markerstudy Insurance Services Limited**.

Claims Telephone Number - 0344 873 8183.

The policy requires that:

- After any injury or damage or claim or occurrence which could lead to a claim you phone Us immediately on:
0344 873 8183
- you forward any letter, writ, summons or claim form relating to a claim or potential claim as soon as you receive it,
- you do not admit fault, negotiate or make an offer of settlement of any claim.

CANCELLATION:

We hope you are happy with the cover this policy provides. However if you are a retail customer (see definition in the Policy Booklet), you have the right to cancel it within 14 days of receiving the policy documents or the start of the policy, whichever is later without giving any reason. If that happens, we will refund your premium, first deducting a charge for the cover provided from the beginning of the contract until the policy is cancelled.

Cancellation after the initial 14 day period will be subject to an administration charge of up to £50.00.

COMPLAINTS PROCESS:

In the first instance these should be referred to the insurance Intermediary arranging the insurance.

If you are not satisfied with his or her answer, please make contact at Markerstudy Insurance Services Limited, Markerstudy Customer Relations, PO Box 727, Chesterfield, S40 9LH

You will need to quote your policy number shown in the Schedule.

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this time frame we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service

Following the complaints procedure above does not affect your right to take legal action.

COMPENSATION SCHEME:

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. You can get more information about compensation scheme arrangements from the FSCS.

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572).
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