









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).  
Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB