



**POLICY SUMMARY**

## **Motor Trade Policy**

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

# Arista Insurance Motor Trade Policy Summary

## Policy Summary

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 read the policy document when you receive it.

## Insurance Provider

This insurance is provided by Arista Insurance Limited and the covers are underwritten by certain underwriters at Lloyd's for all covers other than for:

1. Essential Business Legal Expenses Section which is underwritten by Brit Insurance Limited administered by ARAG plc
2. Engineering – Equipment Breakdown Section which is underwritten by HSB Engineering Insurance Limited
3. Engineering Inspection Section – service provided by HSB Houghton Engineering Services Limited
4. Road Risks Section which is underwritten by Equity Red Star

## Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

## 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

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule

# Motor Trade Policy

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## Property Damage Section – Core Cover

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### Cover, Features and Benefits

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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
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## **Significant Exceptions and Limitations** - Please refer to your Policy document

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- 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)
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## **Equipment Breakdown Section – Core Cover**

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### **Cover, Features and Benefits**

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- 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
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## **Significant Exceptions and Limitations** - Please refer to your Policy document

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- 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 £30,000
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## **Business Interruption Section – Optional Cover**

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### **Cover, Features and Benefits**

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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

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### **Significant Exceptions and Limitations** - Please refer to your Policy document

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- 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

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## **Money, Personal Accident Assault and Wrongful Conversion Section**

### **– Core Cover**

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#### **Cover, Features and Benefits**

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- 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 Cover

- Wrongful conversion – cover if you purchase a vehicle from someone who is not the true owner
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## **Significant Exceptions and Limitations** - Please refer to your Policy document

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- 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
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## **Goods in Transit Section – Core Cover**

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### **Cover, Features and Benefits**

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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
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## **Significant Exceptions and Limitations** - Please refer to your policy document

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- 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
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## **Legal Liabilities Section – Core Cover**

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### **Cover, Features and Benefits**

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#### **Employers' Liability Sub Section**

Protection against your legally 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
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who are temporarily working overseas

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### **Significant Exceptions and Limitations** - Please refer to your Policy document

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- 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
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### **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 includes:

- 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
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### **Significant Exceptions and Limitations** - Please refer to your Policy document

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- 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
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### **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
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## **Significant Exceptions and Limitations** - Please refer to your policy document

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- 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
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## **Essential Business Legal Expenses**

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### **Cover, Features and Benefits**

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Cover up to £100,000 for your legal costs and expenses for the following:

- Defence of Employment Disputes and payment of Compensation Awards
  - Representation for Tax Investigations and VAT assessments
  - Pursuit of Property disputes
  - Defence of prosecutions relating to Compliance & Regulation
  - Employees Extra Protection defence
  - Legal/Tax Advice and Counselling Helplines
  - Legal Document Max which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies
  - Optional contract disputes and debt recovery covering actions relating to the purchase, hire purchase, lease or maintenance of goods or services providing the amount in dispute exceeds £200
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### **Exceptions and Limitations** - Please refer to your Policy document

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- It must always be more likely than not that the claim will be successful
  - You must notify us immediately after you become aware of circumstances that could give rise to a claim
  - No legal costs and expenses will be covered before acceptance of the claim by us
  - Redundancy claims are excluded within the first 180 days of the policy unless equivalent legal cover was in force up until the start of this policy
  - Advice from the legal helpline must be taken and followed prior to serving a notice of redundancy
  - Any dispute relating to a transfer under TUPE
  - You are responsible for the first £250 in respect of tax aspect enquiry claims
  - You are responsible for the first £500 (if the amount in dispute exceeds £5,000) in respect of Contract and Debt Recovery claims
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## **Terrorism Section - Optional**

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### **Cover, Features and Benefits**

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

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### **Significant Exceptions and Limitations** - Please refer to your policy document

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- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution, insurrection
  - Damage to residential property in the name of a private individual
  - Treasury failure to certify any loss caused by an act of terrorism
  - Cover limited to England, Wales and Scotland
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## **Engineering Inspection Section - Optional**

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### **Cover, Features and Benefits**

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- Covers statutory or non-statutory inspection of items of machinery and plant
  - Inspections carried out by HSB Houghton Inspection Services Limited
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### **Significant Exceptions and Limitations** - Please refer to your policy document

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- Machinery to be maintained and in good working order
  - Where required plant to be dismantled and reassembled as necessary to allow inspection
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## **Road Risks Section – Core Cover**

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### **Cover, Features and Benefits**

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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
  - New vehicles held for sale – loss or damage up to £5,000
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**Significant Exceptions and Limitations** - Please refer to your policy document for full details

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- 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
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## **Cancellation**

If this cover does not meet with your requirements please return all your documents and any Employers Liability/ Motor Certificate(s) to your insurance agent who has arranged the cover within 14 days of receipt and we will return any premium paid in full.

If you wish to terminate the cover at any other time please contact your insurance agent who arranged it and any return premium will be at the discretion of Arista 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 **0844 800 9906**. Please have your policy number to hand when calling.

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 **0844 800 2751**. Please have your policy number to hand when calling.

All motor claims will be handled by Equity Claims Ltd staff.

### **All other Claims**

All other claims will be handled by Robins Claims Solutions who provide our claims service and are authorised to handle and settle claims on our behalf.

If you need to report or make a claim contact our helpline which is open 24 hours a day, 365 days a year on **0844 770 5150**.

If you need additional assistance please contact your insurance agent.

## **How to Complain**

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you.

In the first instance please contact your insurance agent or local Arista Insurance office. If you are not satisfied with the way the complaint has been handled please write to the Chief Executive, Arista Insurance Limited, Gallery 10, One Lime Street, London EC3M 7HA

After this action if you are still not satisfied with the way a complaint has been dealt with you may ask the Policyholder and Market Assistance department at Lloyd's to review your case. The address is Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA, telephone: 020 7327 5693, fax: 020 7327 5225 or email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Having followed this procedure for Lloyd's Underwriters or if Your Underwriter is not at Lloyd's Your complaint may be referred to the Financial Ombudsman Service (FOS) The address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

The underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.



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