

## Policy summary – Motor Trade Combined Garage Risks Policy

The following summary does not contain the full terms and conditions of the contract which can be found in the policy document. The summary does not form part of your contract of insurance.

### About your policy

- The insurance policy is underwritten by Zenith Insurance PLC which 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.  
QIC Europe Limited, registered in Malta with registered address at The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, SJ1062, Malta.  
QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.659521).
- The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.
- 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.

Covers we can provide under our Motor Trade Combined Policy:

Property Damage	Garage Liability Insurance
Business Interruption & Outstanding Debit Balances	Employers Liability
Money	Public Liability
Stock in Transit	Sales and Service Liability
Deterioration of Stock	Legal Expenses
Loss of MOT Licence	Terrorism
Employee Theft	
Earthquake	

### PROPERTY DAMAGE

#### Significant features and benefits

With our Property Damage insurance you choose which elements of your business you would like to cover i.e. Buildings (your business premises), Contents (your business fixtures, fittings, plant, machinery, equipment and tools) and business stock against the following:

Fire, Explosion, Lightning, Aircraft	Escape of Water	Theft
Riot, Civil Commotion, Malicious Damage	Impact	Subsidence, Ground Heave, Landslip
Storm or Flood	Accidental Sprinkler Leakage	Any other Accident
Earthquake		

#### Extensions

Cover includes:

- Accidental discharge of gas protection systems up to £5,000
- Additional computer rental following insured damage up to £7,500
- Buildings, general contents and own computer equipment alterations and additions up to an additional 10% of the sum insured, subject to a maximum of £500,000
- Drain clearance following insured damage up to £5,000
- Extinguishment expenses: the refilling of fire extinguishers and replacement of sprinkler heads following insured damage
- Glass cover: boarding up, temporary glazing and fixing of window fittings following insured damage
- Property in the Open cover up to £10,000 for vehicles kept in the open at your premises
- Incompatibility of computer records: the cost of modifying your own computer equipment or replacing computer system records to achieve compatibility following damage up to £10,000
- Landscaped gardens: Damage caused by fire brigade equipment up to £5,000
- Loss of metered water following insured damage up to £2,500
- Misuse or contamination of computer systems up to £100,000
- Theft cover extension: theft damage to buildings, whether or not the buildings are insured and replacement of locks following the theft of keys up to £1,000
- Theft cover extension: theft damage to vehicle locks up to £500

- Wrongful Conversion cover up to £50,000
- Theft damage to CCTV and alarm systems up to £2,500
- Trace and access of water or oil leaks and replacement of pipes caused by freezing
- Unauthorised use of electricity, gas or water up to £25,000

**Terrorism extension**

Terrorism is a standard exclusion on the Property Damage and Business Interruption sections but you can purchase an extension to your policy to provide this cover.

- Cover is provided for insured events arising from acts of Terrorism in the UK only.
- Cover is limited to the sums insured that you have declared.

Exclusions to this cover are the same as those detailed under the Property Damage and Business Interruption sections.

**Significant and unusual exclusions or limitations**

Cover does not include:

- Storm or flood damage to fences, gates and moveable property in the open
- Unoccupied buildings: Damage by malicious persons, escape of water / burst pipes, theft or accidental breakage of glass to buildings which are empty or not in use
- Theft not involving forcible and violent entry or exit
- Theft from the open or from outbuildings, but we do cover theft of vehicles with a market value of £10,000 or less (a higher vehicle limit may be available upon request)
- Theft of vehicle parts, spares and accessories unless the vehicle is stolen at the same time
- Subsidence by coastal or river erosion or as a result of construction, demolition, structural alteration or structural repair
- Damage by gradual deterioration, wear and tear, corrosion, rot, vermin and the like
- Mechanical or electrical breakdown
- Damage caused by utility companies deliberately cutting off supply
- Pollution damage
- Fraud, dishonesty or unexplained shortage
- Erasure or distortion of computer systems or records unless caused by damage to the host machine
- Damage to property resulting from its undergoing your production processes
- Accidental damage to property in the course of construction
- Computer systems records unless they are backed-up
- Staff valuables
- Non-standard construction buildings unless stated in the Statement of Fact
- Damage to land, roads, piers, jetties, bridges, culverts, excavations, livestock, crops or trees unless specifically agreed
- The excess stated in the schedule

**Specified Equipment at Other Locations ("All Risks")**

If you have requested this extension, the covers described above will apply to the equipment you have specified whilst removed from the business premises anywhere in the world.

Cover includes:

- The covers described above under Property Damage, plus
- Theft from a building you occupy for business purposes whether or not there is forcible or violent entry or actual or threatened assault or violence
- Theft from a building not occupied by you provided it is securely locked
- Damage to property in transit
- Theft of vehicles or trailers but we do not cover vehicles whilst being carried on transporters designed to carry more than two vehicles

**Significant and unusual exclusions or limitations to Specified Equipment at other Locations ("All Risks")**

Cover does not include:

- Theft from unattended and unlocked vehicles
- Storm or Flood damage to property in the open
- Cover for Property insured otherwise under a motor insurance policy

- Theft from the open of property other than vehicles and trailers
- Theft of trailers unless attached to a locked vehicle or wheel clamped
- Vehicles whilst used on the road or in any competition, trial, track day, test or race whether between vehicles or otherwise.

Please also note some specific causes of damage or specific property may be excluded - Your policy wording and schedule provides full details.

#### **Special conditions – Risk Protections**

Your policy contains requirements concerning the following:

- Automatic sprinkler and fire alarm installations (where you have declared such equipment and benefitted from a reduced rate)
- Fire Extinguishment Appliances
- Electrical Inspections
- Flat Roofs
- Security precautions to be taken in respect of:
  - Intruder alarm systems
  - Locks bolts and protective devices
  - Keys
- Minimum physical security standards which must be observed if theft cover is to be operative. These include requirements for:
  - Doors
  - Roller shutters
  - Windows
  - Containers or Receptacles
  - Electronic office equipment with a value exceeding £1,000
  - Portable power tools with a combined value exceeding £2,500
- Storage in basements / cellars
- Storage of flammable solvents

#### **Reinstatement**

Buildings and Contents cover is on an 'as new' basis but excludes betterment

Cover for Stock is on an indemnity basis meaning the value of the property at the time of the loss

In respect of your own computer equipment reinstatement of data onto data media is included up to £5,000

In respect of your own vehicles and other motor trade vehicles cover is for the trade market value. For customers vehicles it will be the retail market value (or the value of the damage if less).

#### **Inflation Protection (Day One Basis of Cover)**

We provide a 15% increase in the Buildings and Contents value you declare to Us for insurance during the policy period.

There are options to increase this amount for an additional premium.

#### **Underinsurance**

If the value you declare is less than the full amount that your Buildings and Contents should be insured for, any claim may be reduced proportionately.

#### **BUSINESS INTERRUPTION**

##### **Significant features and benefits**

This cover protects you against the financial consequences of damage to your insured property, caused by any insured event covered by our standard covers listed in the Property Damage section.

Cover can include:

##### **Loss of Gross Profit or Loss of Gross Revenue**

Occurring during the Indemnity Period as a consequence of interruption to the business caused by a loss under the Property Damage covers of your policy,

and / or

##### **Increased Cost of Working**

The increase in the cost of continuing to work during the Indemnity Period as a consequence of interruption to the business caused by a loss under the Property Damage covers of your policy – this can be additional costs of renting an alternative Premises to enable the business to continue to trade.

and / or

**Rent of Buildings**

- Receivable
- payable

and /or

**Outstanding Debit Balances**

(also known as Book Debts) - this means we will pay any outstanding debts that you are unable to trace following damage caused by the Property Damage covers.

**Extensions**

Cover includes Business Interruption following:

- Damage to premises used by you for storage
- Damage at contract sites up to 10% of the business interruption sum insured or £1,000,000 whichever is less
- Damage at suppliers or customers premises up to 10% of the business interruption sum insured or £1,000,000 whichever is less
- Closure to your premises due to notifiable disease, food or drink poisoning, defective sanitation, murder or suicide up to sum insured or £1,000,000 whichever is less
- Prevention or denial of access to the business premises because of damage to adjacent premises by the Property Damage covers up to sum insured or £1,000,000 whichever is less
- Failure of Public Utilities caused by the Property Damage covers to their premises, water works or pumping stations up to the Sum Insured.
- Failure in the supply of electricity, gas water or sewage systems

**Indemnity Period**

Please note - The Indemnity Period starts when the Damage occurs and ends when the business trading position ceases to be affected by it.

Indemnity periods are available from 12 months to 36 months.

**Significant and unusual exclusions or limitations**

- The exclusions and limitations referred to under the Property Damage section
- Computer misuse exceeding £50,000

Please also note some specific causes of Damage or specific property may be excluded - Your Policy Wording and Schedule provides full details.

**MONEY****Significant features and benefits**

Cover includes:

Loss of Money:

- on your premises during working hours, in transit up to the sum insured
- kept in a specified locked safe or strongroom out of working hours up to the sum insured
- kept in an unspecified locked safe or strongroom out of working hours up to the sum insured
- not in a locked safe or strongroom up to £250
- kept at home up to £250 (or £500 if an adult is in residence or it is in a locked safe)
- Crossed cheques, crossed money orders and crossed postal orders - £250,000

Theft damage to:

- Clothing and personal effects (including £25 of personal money) up to £250
- Postal franking machines, safes, strongrooms, containers or waistcoats used to carry money - unlimited

Personal injury caused by robbery resulting in:

- Death / Disablement benefit £5,000.
- Loss of one or more limbs or eyes £5,000.
- Permanent Total Disablement from gainful employment of any and every kind £5,000.
- Temporary Total Disablement from usual occupation – £50 per week - Payable up to 104 weeks.
- Medical Expenses necessarily incurred - Limited to a maximum of 15% of the Temporary Total Disablement benefit.

**Significant and unusual exclusions or limitations**

- Theft by any director, partner or employee not discovered within 7 days
- Shortages due to error or omission
- Theft from unattended vehicles
- Loss due to counterfeit money
- Loss due to riot or civil commotion in Northern Ireland
- Losses outside the UK
- The excess shown in the schedule

Please refer to the exclusions to Money Cover in your Policy Wording / Schedule.

#### **Special conditions – Risk Protections**

Your policy contains requirements concerning the following:

- Security precautions to be taken in respect of:
  - Intruder alarm systems
  - Money in transit
  - Locks bolts and protective devices
  - Keys
- Minimum physical security standards which must be observed if theft cover is to be operative. These include requirements for:
  - Doors
  - Roller shutters
  - Windows

#### **STOCK IN TRANSIT**

##### **Significant features and benefits**

Damage by any cause to stock or vehicles:

- Being carried or in a vehicle of yours or a carrier's vehicle (including loading and unloading ) anywhere in the UK
- at exhibitions which do not exceed 7 days up to £5,000
- transshipping stock and onward delivery following damage or an accident, debris removal or reloading after stock falls from a vehicle up to £2,500
- Damage to sheets, ropes, packing materials and the like up to £2,500
- Damage to drivers and attendants personal effects (other than valuables, electronic devices, phones and money) up to £2,500

##### **Significant and unusual exclusions or limitations**

- Loss of market, delay or consequential loss
- Dishonesty or insolvency of persons carrying the stock or vehicles
- Accidental damage (other than fire or theft) of delicate articles or valuables (see policy page 31, exception 3 for a list of such items) caused by a collision or overturning
- Loss of sheets, ropes, packing materials and the like only noticed during an inventory
- Stock or vehicles in warehouses
- Money
- Drivers and attendants than valuables, electronic devices, phones and money
- Stock or vehicles you carry for hire or reward
- Damage due to poor or inadequate packing
- Loss due to poor labelling or addressing
- Stock in vehicle outside of hours been used for social, domestic or pleasure
- Unprotected Stock in open vehicles
- Theft from unattended vehicles overnight (between 18:00 hrs and 08:00 hrs)
- Theft from unlocked vehicles
- The excess as stated in the schedule

#### **DETERIORATION OF STOCK**

##### **Significant features and benefits**

Covers damage by deterioration or putrefaction of Stock in the cold chamber of any refrigerating machine at your premises due to a rise or fall in temperature or by 'refrigerant' fumes.

Please refer to the exclusions to Deterioration of Stock Cover in your Policy Wording / Schedule.

**Significant and unusual exclusions or limitations**

- Damage by fire, lightning, explosion, flood, earthquake, aircraft, or other aerial devices or sprinkler installation
- Damage caused by utilities deliberately cutting off your supply
- Any loss of goodwill or consequential loss
- Damage to stock in any machine which is more than 15 years old
- The excess as stated in the schedule

**LOSS OF MOT LICENCE**

**Significant features and benefits**

Covers you for a depreciation of the value of your interest in the premises as a result of a loss of the licence from causes beyond your control up to the sum insured.

**Significant and unusual exclusions or limitations**

- The loss arises from a suspension or warning received 30 days prior to the inception of cover.
- The forfeiture or refusal to renew arises directly from any town or country planning improvement, redevelopment or compulsory purchase order or the surrender, reduction or redistribution of licences in connection therewith.
- Any policy by the Department of Transport intended to reduce the number of Authorised examiners or nominated testers.
- If you are entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the licence.
- If you fail to keep accurate and up-to-date documentation as required by the Department of Transport or Vehicle and Operator Services Agency.
- If the loss arises from a Criminal Conviction.

**Special conditions**

Your policy contains requirements concerning:

1) You shall immediately advise Us in writing and supply such additional information and give such assistance as We may reasonably require on becoming aware of any:

- Complaint about the Premises or the conduct or control of the Business.
- Objection to the application for the renewal of the licence or any circumstances which may endanger the renewal of the licence.

2) In the event of the licence being forfeited or the renewal being refused You shall:

- Give notice to Us within 24 hours of becoming aware of such event stating the grounds upon which the licence was forfeited or renewal refused.
- Apply if practicable and if required by Us for the grant of a new licence for the same or alternative Premises as may enable You to continue the Business in a similar or alternative form.
- Give all such assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew.

**EMPLOYEE THEFT**

**Significant features and benefits**

Cover is provided losses caused by the fraud or dishonesty of an employee which you discover during or within 12 months of the expiry of the policy (or within 12 months of the employee leaving, whichever is sooner) up to the limit in the schedule

**Significant and unusual exclusions or limitations**

- Inventory losses and unexplained shortages
- Loss of goodwill or consequential loss
- Losses covered by the Money section if applicable
- Further fraudulent acts by an employee after discovery of an initial act by that employee
- Money or assets you hold that belong to the fraudulent employee
- The excess as stated in the schedule

**Special conditions**

Your policy contains requirements concerning:

- telling us about the following:
  - changes in the nature of your business

- changes in employee duties, conditions of service and any system of checks you have declared to us

### **EMPLOYERS' LIABILITY**

- The insurance 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 any UK corporate manslaughter / homicide Act.
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry.
- compensation for attendance at court as a witness.
- unsatisfied UK 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
- claims arising out of work offshore

The policy contains requirements concerning:

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

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 AND SALES AND SERVICE LIABILITY**

- The insurance policy provides protection for 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 products liability.

#### **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 products liability.

The limit of indemnity is the maximum amount we will pay for any claim (including claimants' costs). We usually offer 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 we will pay in total for the period of insurance for claims relating to products or pollution.

Cover includes:

- the export of products to any country other than the United States or Canada. (You can however request that we provide a quote to include USA and Canada exports),
- 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 UK Corporate Manslaughter and Corporate Homicide Act,
- 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 Legislation
- overseas personal liability for you and your family members when you travel on business,
- liability arising under the Consumer Protection Act 1987, the General Product Safety Regulations 2005 or the Food Safety Act 1990 if you have chosen products 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.
- products exported to the USA or Canada. (You can however request that we include USA or Canada exports).
- damage to property sustained while it is being worked on and which directly results from the work.
- 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.

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 are involved with motorsports. Please refer to your quotation document or schedule for details.

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.

**LEGAL EXPENSES**

This section of your policy is managed and provided by Arc Legal Assistance and underwritten by AmTrust Europe Limited.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Your legal expenses cover is valid for the same duration as the commercial insurance cover with which it is provided.

Your legal expenses cover applies to your business as described in the schedule, and directors, officers and employees of that business where they are acting in that capacity

It is a key condition of this insurance that good prospects for a successful outcome must exist before any claim for legal costs can be accepted

This is a "Claims Made" insurance contract. It only covers claims notified Arc Legal during the period of insurance and within 180 days of any circumstance which may give rise to any claim. Failure to do so would lead to Arc Legal declining a claim for indemnity under this insurance



This insurance covers the legal costs incurred by Arc Legal's professional adviser. You are not covered for any other legal representatives' costs unless court proceedings are started

#### Significant features and benefits

- Legal and Accountancy costs of up to £100,000 per claim are covered, up to a maximum of £1,000,000 in any one period of insurance
- Legal and Tax advice available 24/7
- Debt Counselling available 24/7
- Legal costs to:
  - Defend your rights in disputes with employees over employment matters. Cover extends to include the cost of awards made against you but to be covered you must contact Arc Legal on the helpline number to obtain our authorisation before dismissing an employee or making any significant changes to their employment terms
  - Defend your, or your employees legal rights following a criminal prosecution relating to your business. There is no cover for motoring prosecutions, prosecutions relating to deliberate discrimination or prosecutions under the Health and Safety legislation
  - Pursue your rights in an appeal against enforcement or other notices served on you under Data Protection Legislation but there is no cover for claims arising from a failure to register as a data controller.
  - Pursue a claim against a party causing damage to your property resulting in financial loss but there is no cover for any claim involving a motor vehicle belonging to you or in your possession except whilst on your business premises
  - Pursue a claim against a party for death or bodily injury, but there is no cover for any claim arising from an accident/incident giving rise to bodily injury or death which occurred prior to inception of this insurance
  - Pursue or defend a dispute with a customer or supplier over a contract to supply goods or services, but:
    - you will have to pay for the first £250 of any claim increasing to £500 where the amount in dispute exceeds £5,000.
    - claims will only be covered where the contract started after you first purchased this cover, where at least £250 is in dispute and where the dispute does not relate to motor vehicles.
    - there is no cover for disputes relating to lease or licence matters.
- Your attendance expenses for Jury Service
- Accountancy fees to deal with Business Full & Aspect Enquiries, VAT Dispute or PAYE Audit inspection, but there is no cover for:
  - Any matter involving Tax or National Insurance avoidance schemes
  - Costs incurred in dealing with routine matters
  - Any costs relating to matters involving the Special Compliance Office
  - Any claim where you have failed to maintain or submit accurate, truthful or up to date recordsIn respect Aspect Enquiries you will have to pay for the first £200 of costs,

#### Significant and unusual exclusions or limitations

- Claims for costs incurred without Arc Legal's prior consent
- Claims arising from events which commenced or occurred before this insurance started or on or after the renewal of this policy and which you knew, or should reasonably have known, could result in a claim.
- Claims arising from prosecutions alleging dishonesty or intentional violence
- Claims notified to Arc Legal more than 180 days after the insured event
- Claims directly or indirectly arising from or caused by construction or structural alterations
- Cover under Section 1 is subject to this policy being in place for a minimum of 90 days before a claim can be made; or 180 days if the employee was at that time subject to any disciplinary proceedings or any verbal or written warning
- Cover under Section 4 is subject to this policy being in place for a minimum of 60 days before a claim can be made
- Cover under Section 5 is subject to this policy being in place for a minimum of 90 days before a claim can be made.
- Professional costs and expenses and attendance expenses incurred by a director arising from the defence of any proceedings alleging a wrongful act committed in his capacity as your director.

#### To make a LEGAL EXPENSES claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on 0344 770 1047. If you do not notify Arc Legal within 180 days of becoming aware of a potential claim you will not be covered. For a claim to be accepted there must be good prospects of success in the action proposed.

#### LEGAL EXPENSES Complaints

If you are unhappy with the service that has been provided, you should contact Arc Legal at the address below. If you cannot settle your complaint with Arc Legal, and subject to your business being eligible you may be entitled to refer it to the Financial Ombudsman Service. For full details of Arc Legal's complaints procedure and how to contact the Financial Ombudsman Service please see the policy document.

Arc Legal's contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel 01206 615000  
Email [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### **Compensation**

Arc Legal are covered by the Financial Services Compensation Scheme. If your business has a turnover is below the equivalent of €2,000,000 and you have less than 10 employees, you may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

### **EXCESS**

This is the amount you have to pay towards any valid claim. You will be advised what the excess is when we provide a quotation or renewal terms and the amount of the excess will be stated on your policy schedule.

### **Cancellation rights**

We hope you are happy to cover the policy provides. However, if you are a retail customer (see the definition in 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 reasons. If this happens, we will refund your premium, first deducting a charge for the cover provided from beginning of the contract until the policy is cancelled.

### **Claims (other than LEGAL EXPENSES)**

After any injury or damage or claim or occurrence which could lead to a claim please phone us immediately on:

**0800 019 59 19**

The policy requires that:

- You report to the Police any loss, theft damage, arson, malicious damage or riot or civil commotion and obtain a crime book reference from them.
- You take actions to prevent further damage and minimise business interruption
- You forward to us (at the address at the foot of this page) 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.

### **24 hour emergency secure & glass replacement**

For emergency securing, replacement glazing, including all types of frame replacement or repair locks, roller shutters and garage doors call Solarglass Window Care on 0870 870 71 71

### **Complaints Procedure**

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 contact Markerstudy Insurance Services Ltd, Prospect House, Thanet Way, Whitstable, CT5 3FD.

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

In the event that our Service providers have not resolved matters within 8 weeks of you writing to them the problem can be referred to the Financial Ombudsman Service. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

### **Compensation Scheme:**

The Insurers are 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 Ltd, Prospect House, Thanet Way, Whitstable, Kent CT5 3FD  
Markerstudy Insurance Services Limited registered in England and Wales (No. 2135730) with registered office at 45  
Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Authorised and regulated by the Financial Conduct  
Authority (No. 475572).

Markerstudy Insurance Services Ltd is part of the Markerstudy Group of Companies.