

Motor Trade Combined Policy Summary

Primary General – Motor Trade Combined Policy – PGMTTP v04/08



Policy Summary

This document is a summary of the insurance cover provided by our standard Motor Trade Combined Policy and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes and does not form part of your insurance contract.

Introduction

You must provide a copy of this Policy Summary to all parties with an interest under the insurance and make them aware that a copy of the Policy document is available upon request.

The Motor Trade Combined Policy offers a wide range of covers to choose from to provide you with the protection that you need.

This summary provides an overview of the key covers, extensions and exclusions available under this product. For full details of the covers you have selected you should refer to your Policy Schedule and Policy wording.

This Policy is underwritten by Primary General Insurance Limited on behalf of capacity supplied by Fortis Insurance Limited and HSB Engineering Insurance Limited.

Covers

Material Damage All Risks

Accidental loss of or damage to insured property belonging to the business at your premises.

Notable Policy Extensions:

- Contents cover includes directors, partners, visitors and employees personal effects of up to £1,000 per person
- We'll replace vehicles stolen or damaged beyond economic repair providing they are less than 12 months old or 6 months in respect of commercial vehicles
- New Vehicle depreciation cover following damage of up to £2,500 for damaged or £1,000 for stolen vehicles
- Loss of Metered water of up to £10,000
- 25% automatic increase in Insured's Vehicle sum insured in February, March, August & September
- Vehicle lock replacement following theft of up to £2,500
- Legal liability for damage to Customers' Vehicles of up to £1,000 any one vehicle
- Capital additions of up to 10% of the sum insured
- Additional costs in complying with Public Authority and EU requirements of up to 15% of the property's sum insured

Optional Covers Available:

- Subsidence
- Deterioration of Stock following breakdown of refrigeration units
- Day One reinstatement
- Glass (where Buildings are not insured)
- Terrorism

Notable Policy Exclusions:

- The Excesses as stated in the Policy Schedule
- Terrorism (available as an optional cover)
- Subsidence (available as an optional cover)
- Property more specifically insured
- Faulty or defective workmanship operational error or omission by you or your employees
- Theft not involving forcible entry or exit to the premises except in respect of motor vehicles in the open
- Mechanical or electrical breakdown of machinery
- Theft by collusion
- Damage cause by freezing, escape of water malicious damage (except by fire or explosion) theft or to fixed glass in respect of any building which is empty or not in use.
- Damage other than by fire or explosion to property undergoing any process of packaging treatment testing service or repair

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Business Interruption All Risks

Cover to protect your business income following interruption to the business resulting from an insured loss under the Material Damage All Risks section.

Cover available for GROSS PROFIT, GROSS REVENUE, GROSS RENTALS, ESTIMATED GROSS PROFIT, ESTIMATED GROSS REVENUE, ESTIMATED GROSS RENTALS, INCREASED COST OF WORKING, and ADDITIONAL INCREASED COST OF WORKING.

Notable Policy Extensions:

- 33% uplift on any Estimated profit, revenue or rentals item
- Automatic inclusion of Accounts Receivable cover of up to £50,000 for untraceable outstanding debts
- Loss of income due to damage at a customer's premises
- Loss of income due to damage at exhibitions where you are exhibiting
- Loss of income due to damage at Supplier's premises in the UK and EU
- Loss of income due to accidental failure of public electricity, gas, water and telecommunication supplies and services
- Prevention of Access

Optional Covers Available:

- Loss of MOT income
- Terrorism

Notable Policy Exclusions:

- Losses excluded under the Material Damage All Risks section
- Terrorism (available as an optional cover)
- Increased Cost of Working maximum payment in first three months is 50% of the sum insured

Goods in Transit

Cover for loss of or damage to Property insured by this Section whilst in transit anywhere in the United Kingdom Channel Islands Isle of Man and Eire up to the limits specified in the Policy Schedule.

Notable Policy Extensions:

- Where this Section is insured, we will provide the first £2,500 of Stock in Trade free of charge
- Expenses incurred in debris removal, transfer of load, resecuring, etc.
- Loss or damage to tarpaulins, ropes, sheets, webbing straps, etc.
- Driver's personal effects while left in the vehicle (£250 limit)

Notable Policy Exclusions:

- The Excess stated in the Policy Schedule
- Theft or attempted theft from unattended vehicles and trailers between 9pm and 6am unless it is secured at all points of access and is garaged within enclosed premises which are securely locked
- Loss of or damage to money, stamps, jewellery, watches, precious stones, bullion or livestock
- Natural deterioration or deterioration of property in frozen, chilled or insulated conditions unless caused by fire or accident (except breakdown) to the conveying vehicle, theft or attempted theft
- Property carried for hire or reward

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Money

Cover for loss of or damage to money pertaining to the business on your premises, in transit, on site, at the private homes of key staff, and in any bank night safe up to the limits specified in the Policy Schedule.

Notable Policy Extensions:

- Loss of or damage to safes, strongrooms, and cases and bags used for the carriage of money following theft or attempted theft
- Loss of or damage to clothing and personal effects caused by robbery or attempted robbery up to a limit of £500 per person
- Dishonesty or fraud by any partner, director or employee discovered within seven days of such act
- Cover for fraudulent use of any business credit, bank, debit, charge or cash card by unauthorised persons up to a limit of £500 in any one period of insurance.
- Accidental loss, damage or destruction of unused vehicle licenses up to a limit of £2,500 any one loss
- Automatic limit uplifts of 25% during official UK bank holidays and up to 12 noon the next working day
- Employee compensation payable for any person injured during a theft or attempted theft of money including:
 - Death
 - Loss of one or more limbs
 - Loss of sight
 - Temporary total disablement
 - Reimbursement of incurred medical expenses

Optional Covers Available:

- Wrongful conversion – protection if you purchase a vehicle from someone who is not the true owner

Notable Policy Exclusions:

- Security conditions apply to money in transit in excess of £3,000
- Security conditions apply in respect of keys
- Loss from unattended vehicles
- Loss as a result of accounting errors

Employers' Liability

Cover for your legal liability for bodily injury to your employees up to a limit of £10,000,000 including costs and expenses.

Notable Policy Extensions:

- Cover includes bodily injury, death, illness or disease, mental injury, mental anguish or nervous shock
- Covers employees temporarily engaged in work overseas
- Cover for legal costs incurred in defending prosecutions under Health & Safety legislation
- Compensation for required court attendance and unsatisfied court judgements

Notable Policy Exceptions:

- Liability for which compulsory motor insurance is required
- Work in or on, or travel to or from any offshore rig or platform
- Terrorism cover is restricted to £5,000,000

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Public Liability Servicing and Sale of Goods

Cover for your legal liability for bodily injury to third parties and damage to their property up to a limit of £5,000,000.

Notable Policy Extensions:

- Cover includes bodily injury, wrongful arrest, obstruction, trespass, nuisance, and interference
- Covers employees temporarily engaged in work in any European Union member state or non-manual work anywhere in the world provided the Insured or the employee are normally resident in United Kingdom
- Legal liability to pay compensation where goods and services provided by you are not of merchantable quality up to £250,000 any one period
- Cover for legal costs incurred in defending prosecutions under Health & Safety legislation & Defective Premises Act
- Personal liability whilst on business abroad
- Liability arising under the Data Protection Act 1998 up to £250,000 any one period
- Cover for legal costs incurred in defending prosecutions under Consumer Protection and Food Safety Acts
- Sudden, identifiable and unintended pollution

Notable Policy Exclusions:

- The Excess shown in the Policy Schedule
- Property belonging to or hired to the Insured
- Work undertaken offshore
- Liability for which compulsory motor insurance is required or from driving any vehicle elsewhere than in or on the premises
- Costs of recalling, altering or refunding products supplied
- Service or sale of goods which to the knowledge of the Insured is for use in the USA or Canada
- The first 10% or £500 (whichever is the greater) of each claim in respect of goods not of merchantable quality
- Heat work carried out away from the premises not complying with the Policy heat condition
- The indemnity limit in respect of Products Supplied shall apply to all occurrences in any one period of insurance
- Terrorism is limited to £2,000,000 or any lower amount shown in the Policy Schedule

Engineering

Cover for damage caused by:

- Breakdown;
- Power disturbances;
- Explosion or collapse of steam or hot water boilers;
- Operator error;
- Materials being processed;

to equipment and machinery (as more specifically defined in the Policy) insured under the Material Damage All Risks Section up to a maximum liability of £5,000,000 any one incident (subject to Extension Limits detailed below)

Notable Policy Extensions:

The Policy extends to include the following extensions although these do not provide additional amounts of insurance.

- Includes production and process equipment
- Additional costs to repair or replace property contaminated by hazardous substances up to a maximum of £10,000
- Breakdown of computer equipment including:
 - Reinstatement of data up to a maximum of £25,000
 - Additional costs incurred in minimising or preventing interruption up to a maximum of £25,000Provided the maximum liability under this extension shall not exceed £100,000 in the aggregate
- Loss of income (where Business Interruption is insured by this Policy) following breakdown or explosion up to a maximum of £50,000
- Additional costs in complying with Public Authorities, Law or Ordinance requirements
- Reasonable extra costs to make temporary repairs and expedite permanent repairs or replacement up to a maximum of £20,000
- Cost of hire charges for substitute items up to a maximum of £5,000
- Loss of contents of oil storage tanks by leakage or contamination including cleaning costs up to a maximum of £5,000
- Reasonable costs of exceptional measures taken to prevent or mitigate impending damage up to a maximum of £5,000

Optional Service Available:

- Inspection of Statutory plant

Notable Policy Exclusions:

- Damage to boilers or pressure vessels caused by testing
- Damage caused by a virus
- Damage by deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions
- Damage recoverable under the maintenance agreement or any warranty or guarantee
- Damage covered under the Material Damage All Risks Section

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Road Risks

This Section provides a choice of cover options for those vehicle that are the property of or registered to the Insured, principal partner or director of the Insured, or in the custody or control of the Insured in connection with the business.

Features and Benefits

Comprehensive Cover

- Loss of or damage to any Motor Vehicle or its accessories or spare parts whilst within the vehicle
- Legal Liability for death or bodily injury to other people – unlimited amount
- Limited legal liability for damage to other people's property due to an accident by an insured vehicle whilst on a public road
- Legal fees and expenses with our written permission for defending charges of manslaughter or causing death by reckless driving – unlimited amount
- Emergency Medical Treatment expenses
- Third party liability will apply to each named Insured as though separately insured where more than one party is named as the Insured
- Breakage of windows and windscreens in your vehicle and any resultant scratched bodywork due to such breakage
- Trailers specified by you will be covered to the level of the cover selected for the towing vehicle whilst attached to that vehicle
- Unspecified trailers and disable mechanically propelled vehicles are covered in respect of legal liabilities to third parties whilst attached to your vehicle
- If we make a payment which is not covered you must pay us back the amount we pay
- Cover is automatically extended to meet the minimum Road Traffic Act requirements of other EU member or EU Commission approved countries
- You may authorise reasonable repairs of up to £750 provided you notify us and provide a detailed estimate
- If within one year of registration of a new private car (or six months in respect of commercial vehicles up to four tons gross weight) such vehicle is stolen and not recovered or damaged with repair costs in excess of 60% of the manufacturers list price we will replace it with a new one of similar make and model (provided one is available)
- Cover will apply whilst your vehicle is in the possession of a Sub-Contractor for the purpose of carrying work out on your behalf
- Your vehicles or those in your custody or control in connection with your business which you have sold but not delivered and which suffer loss or damage and such contract is cancelled, we will base our liability on the contract price
- Compensation for court attendance

Third Party Fire and Theft

- Loss of or damage to any Motor Vehicle or its accessories or spare parts whilst within the vehicle as a result of fire, self ignition, lightning, explosion, theft or any attempt thereat
- Legal Liability for death or bodily injury to other people – unlimited amount
- Limited legal liability for damage to other people's property due to an accident by an insured vehicle whilst on a public road
- Legal fees and expenses with our written permission for defending charges of manslaughter or causing death by reckless driving – unlimited amount
- Emergency Medical Treatment expenses
- Third party liability will apply to each named Insured as though separately insured where more than one party is named as the Insured
- Trailers specified by you will be covered to the level of the cover selected for the towing vehicle whilst attached to that vehicle
- Unspecified trailers and disable mechanically propelled vehicles are covered in respect of legal liabilities to third parties whilst attached to your vehicle
- If we make a payment which is not covered you must pay us back the amount we pay
- Cover is automatically extended to meet the minimum Road Traffic Act requirements of other EU member or EU Commission approved countries
- You may authorise reasonable repairs of up to £750 provided you notify us and provide a detailed estimate
- If within one year of registration of a new private car (or six months in respect of commercial vehicles up to four tons gross weight) such vehicle is stolen and not recovered or damaged with repair costs in excess of 60% of the manufacturers list price we will replace it with a new one of similar make and model (provided one is available)
- Cover will apply whilst your vehicle is in the possession of a Sub-Contractor for the purpose of carrying work out on your behalf
- Your vehicles or those in your custody or control in connection with your business which you have sold but not delivered and which suffer loss or damage and such contract is cancelled, we will base our liability on the contract price
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Third Party Only

- Legal Liability for death or bodily injury to other people – unlimited amount
- Limited legal liability for damage to other people's property due to an accident by an insured vehicle whilst on a public road
- Legal fees and expenses with our written permission for defending charges of manslaughter or causing death by reckless driving – unlimited amount
- Emergency Medical Treatment expenses
- Third party liability will apply to each named Insured as though separately insured where more than one party is named as the Insured
- Trailers specified by you will be covered to the level of the cover selected for the towing vehicle whilst attached to that vehicle
- Unspecified trailers and disable mechanically propelled vehicles are covered in respect of legal liabilities to third parties whilst attached to your vehicle
- If we make a payment which is not covered you must pay us back the amount we pay
- Cover is automatically extended to meet the minimum Road Traffic Act requirements of other EU member or EU Commission approved countries

Notable Policy Exclusions:

- The Excess stated in the Policy Schedule and otherwise in the Policy - In respect of Comprehensive and Third Party Fire & Theft cover only
- Loss or damage through deception
- Death or bodily injury to employees whilst driving an insured vehicle in the course of employment
- Loss, Damage or injury caused in, on or about your premises unless required by road traffic legislation
- Terrorism other than where required by road traffic legislation
- Vehicles capable whether or not a trailer is attached of carrying more than two private cars unless in your custody for service or repair
- Depreciation, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- Losses where a vehicle is being used or driven other than in accordance with the terms of the Certificate of Motor insurance.

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Policy Duration

This is an annually renewable Policy.

The Law Applicable to This Policy

You are free to choose the law applicable to this Policy. Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise.

Cancelling Your Policy

Your Statutory Cancellation Rights

You may cancel this Policy during the 14 days from receipt of the Policy documents (new business) or from the conclusion of renewal negotiations or renewal date, whichever is the later, by giving notice in writing during this period and returning all effective Certificates of Insurance to Your Insurance Advisor to the address shown in their correspondence or to the Primary General Insurance Limited address shown on Your Policy Schedule.

There is no refund of premium in the event of a total loss claim. However in all other cases We will retain an amount of premium in proportion to the time You have been on cover subject to a minimum premium of £50 and refund the balance to You.

In the event of a total loss if You are paying by instalments You will either have to continue with the instalment payments until the Policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment due to be made.

Your Cancellation Rights Outside the Statutory Period

After the Statutory Cancellation Period You may cancel the Policy at any time however please refer to your Policy wording for full conditions and details of how to cancel including information on any applicable premium refund as the calculation is subject to different conditions after the Statutory Cancellation Period.

Our Rights to Cancel

These are detailed in the full Policy wording.

Notification of New Claims

In the event of any occurrence which may give rise to a claim under this Policy, please contact us immediately by calling our dedicated claims line on:

Claims Contact Number **Office Hours 0844 209 0999**

This will put you in contact with Our Claims Department during office hours (9.00 am to 5.00 pm).

Please ensure that You have Your Policy Number to hand when calling.

Or write to us at the following address, including your Policy Number details:

Primary General Insurance Limited
Suite 7b
Portland Tower
Portland Street
Manchester
M1 3LF

Primary General Insurance Limited
Registered in England and Wales. Registered No. 4401961
Registered Office: 76 Shoe Lane, London, EC4A 3JB

Important Helplines

In the event of an emergency, assistance is available as follows:

Window and Windscreen Breakage

0800 015 4195

Out of Office Hours UK Accident Recovery/Breakdown

0800 389 8770

Details about the Regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). Our FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

HSB Engineering Insurance Limited is authorised and regulated by the Financial Services Authority. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

Primary General Insurance Limited and Fortis Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if either company cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. The scheme covers 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

Complaints Procedure

It is always Our intention to provide a first class standard of service. However, if You have any cause for complaint, You should, in the first instance, contact either the intermediary who arranged the Policy for You, or the branch of Primary General Insurance Limited which issued the Policy. Please be ready to quote the details of Your Policy, the name of the insured, policy number and departmental references.

Should the matter not be resolved to Your satisfaction, please write to:

The Customer Services Manager
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If You cannot settle Your complaint with Us, You may be entitled to refer it to the Financial Ombudsman Service. Further information is available at www.financial-ombudsman.org.uk.