

Road Runner Motor Trade Public & Employers Liability Policy Underwritten by AXA Insurance UK plc Summary of Cover

Your Motor Trade Liability insurance policy is underwritten by AXA Insurance UK plc and is a commercial business insurance contract which may be renewed annually subject to your needs and our terms & conditions.

Your Motor Trade Liability insurance policy provides cover if you are actively operating a motor trade business for the purposes of selling, repairing, servicing or maintaining motor vehicles for your customers for income or profit. We may ask you to provide proof of trading at any time during the life of your policy

The information below provides a summary of the cover provided.

Your Motor Trade Liability insurance policy provides cover in respect Employers' Liability and Public & Products Liability.

The Employers' Liability section provides protection against your legal liability for damages and legal costs:

Arising from

- injury to any person employed, caused during the period of insurance, and
- arising out of, and in the course of, employment in your business.

The Public & Products Liability section provides cover for your legal liability for damages, including claimant legal costs arising, out of:

- accidental injury to any person, excluding employees.
- accidental loss of or damage to third party property.
- nuisance and trespass (excluding deliberate acts).

The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations. For full policy details and our full terms & conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

Table 1 Standard Features and Optional Features

Standard features are automatically included in your policy according to the cover you have selected.

Features & Benefits	Significant Exclusions or Limitations	Where Found
<p>Employers Liability</p> <p>This cover provides protection against legal liability for injury, death or disease to your employees arising out of, and in the course of, their employment:</p>		
<ul style="list-style-type: none"> • Injury to any person employed caused during the period of insurance. Injury is defined as: 'bodily injury, death, disease or illness' • Covers Employees temporarily working overseas • Cover includes legal liability for claimant's costs and expenses within the Limit of Indemnity in connection with any claim • Cover includes costs of legal representation at any coroners inquest or inquiry in respect of any death • Cover includes costs of legal representation at proceedings in any court arising from an allegation for a breach of statutory duty resulting in injury which may be the subject of an indemnity under this section 	<ul style="list-style-type: none"> • Limit of Indemnity: £10,000,000 for any one event (restricted to £5,000,000 in respect of terrorism). Higher indemnity limits may be available in some circumstances on request • Indemnity does not apply for: <ul style="list-style-type: none"> - nuclear risks, where liability is that of any principal or accepted under contract - injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Union - injury to any person employed whilst offshore 	<p>Policy Section 1</p>

Features & Benefits	Significant Exclusions or Limitations	Where Found
<p>Public / Products Liability</p> <p>This cover provides protection against legal liabilities to third parties for accidental injury or damage arising out of your business:</p>		
<ul style="list-style-type: none"> • Public Liability: accidental injury (including wrongful arrest or false imprisonment) to any person or accidental loss of or damage to property including vehicles • Products Liability: accidental injury or accidental damage to property resulting from products supplied • Cover includes legal liability for claimant's costs and expenses in addition to the Limit of Indemnity in connection with any claim • Cover includes costs of legal representation at any coroners inquest or inquiry in respect of any death • Cover includes costs of legal representation at proceedings in any court arising from an allegation for a breach of statutory duty resulting in injury which may be the subject of an indemnity under this section • Cover includes Defective Workmanship: loss or damage to vehicles not belonging to the policyholder or hired loaned, leased or rented to the policyholder arising from servicing maintenance or cleaning 	<ul style="list-style-type: none"> • The minimum Limit of Indemnity provided for Public Liability will usually be £1,000,000 for any one event. Higher limits can often be provided on request • The minimum Limit of Indemnity provided for Products Liability will usually be £1,000,000 for any one Period of Insurance. Higher limits can often be provided on request • Excludes Legal Liability: <ul style="list-style-type: none"> - arising from risks that require more specific insurance e.g. Motor, Property etc. - arising in connection with advice, design or specification provided for a fee - for injury to employees - arising from loss of or damage to property in your custody or control (other than as provided under the Defective Workmanship cover) - caused by pollution, unless sudden, identifiable and unintended. Sudden and unintended pollution will be subject to a total Limit of Indemnity for any one period of insurance in respect of all incidents - arising from contractual liability for products - for fines and penalties - arising from defective products and work and the repair replacement or recall of such products or work - for nuclear risks - for war risks - for electronic data risks - arising from fear of contracting asbestos related diseases - for the cost of removing, repairing and managing asbestos present in buildings - arising from sale supply or use of remould or retread tyres - arising from the sale supply or use of second hand products - arising from motor sports activities - wrongful conversion • a heat warranty applies • conditions apply in respect of car parks, guard dogs and the burning of debris 	<p>Policy Section 2</p>
<ul style="list-style-type: none"> • Merchantable Quality: Legal liability for financial loss sustained by a customer arising from products which are not of merchantable quality • Contingent motor liability • Data Protection Act liability 	<ul style="list-style-type: none"> • Merchantable Quality: any amount in excess of £100,000 for all claims in aggregate during one period of insurance; the first 20% of any loss 	

Optional Extras

The following will apply only if you have selected to take the cover and is shown on your Quotation as applying

Features & Benefits	Significant Exclusions or Limitations	Where Found
<p>Portable Tools Cover</p> <ul style="list-style-type: none">Loss of or damage to any hand held tools or portable power tools used by person employed in connection with the business arising at the business premises	<ul style="list-style-type: none">Up to the limit shown on your scheduleMaximum limit any one tool is £250.00£60.00 excess appliesTheft or attempted theft must involve entry to or exit from the premises by forcible and violent meansSecurity conditions apply when tools are kept in unattended vehiclesCover is excluded for<ul style="list-style-type: none">hiring out or lending toolswear and tear, rust, mechanical, electrical or any other breakdown through any means including cleaning or repairany portable computer and/or ancillary equipment telecommunication and navigational equipmentladders or transformers or any other tools not designed to be used by hand in connection with the business	<p><u>Policy Schedule</u></p>
<ul style="list-style-type: none">Loss of or damage to any hand held tools or portable power tools used by person employed in connection with the business	<ul style="list-style-type: none">Up to the limit shown on your scheduleMaximum limit any one tool is £250.00£60.00 excess appliesTheft or attempted theft must involve entry to or exit from the premises by forcible and violent meansSecurity conditions apply when tools are kept in unattended vehiclesCover is excluded for<ul style="list-style-type: none">hiring out or lending toolswear and tear, rust, mechanical, electrical or any other breakdown through any means including cleaning or repairany portable computer and/or ancillary equipment telecommunication and navigational equipmentladders or transformers or any other tools not designed to be used by hand in connection with the business	<p><u>Policy Schedule</u></p>

General Conditions and Exclusions

- If there are any changes to your business, or any other circumstances whereby the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being rejected.

Excesses & Limits

- Your policy may be subject to excesses, which are the amounts you must pay in the event of each and every claim.
- Limits may apply to your policy

Please refer to your Policy Schedule for details

Claims

Should you wish to claim under your Motor Trade Liability Insurance policy you should call our claims department on 0370 900 1753 as soon as possible. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

OTHER IMPORTANT INFORMATION

The law that applies to this policy

The policyholder and the insurers are free to choose the law which applies to this policy. As we are based in England we propose to apply the law of England and Wales and by purchasing this policy you agree to this.

Complaints procedure

What to do if you have a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If our service does not meet your expectations we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy** please contact the department dealing with **your** claim at AXA Insurance. If **your** complaint relates to anything else please contact Aston Lark Limited at the following address;

Compliance Officer
Aston Lark Limited
Ibex House
42-47 Minories
London
EC3N 1DY

When you make contact please tell us the following information:

- Name address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The name of your insurance agent/firm (if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to You:

We will

- Acknowledge written complaints promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of progress of your complaint
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from complaints to continuously improve our service

Telephone call may be monitored or recorded.

The Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to : <http://ec.europa.eu.odr>

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Telephone calls may be monitored and recorded.