

Specialist Vehicle insurance Summary of cover

Underwritten by R&Q Insurance (Malta) Limited

This insurance is an annual contract unless stated otherwise in the quotation or renewal documentation and as confirmed in the policy. It may be renewed each year subject to the terms and conditions that apply for the renewal period.

This *document* provides only a summary of the main benefits your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy document.**

The policy is divided into a number of sections but depending on the level of cover you bought, not all the sections may be included as part of your insurance. Please refer to your quotation or renewal documentation for your level of cover the sections of cover included.

Excess

Most sections of the policy are subject to an excess, which is the amount of each claim that you must pay. This amount is not covered by your insurance. The amount(s) will be stated in your quotation or renewal documentation.

Conditions

You must.

- a) contact us using our 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of your intention to make a claim under this insurance

The 24 hour Claims Helpline numbers are:

If the accident is within the UK: 0333 305 8120

If the accident is outside the UK: 0044 1702 455380

- b) notify us of any and all changes to your business activity, drivers (including any convictions), your cars or use of any of your cars;
- c) comply with all the policy conditions particularly those specific conditions that designed to reduce the risk of loss, such as selection of driver and care and maintenance of your vehicle

Loss or damage to your vehicle

Significant features and benefits

This insurance provides an indemnity to you for loss of or damage to your vehicle caused by:

- a) accident;
- b) malicious damage, other than such damage caused by **your** employees;
- c) fire, lightning, explosion;
- d) theft or attempted theft;

up to the market value of the vehicle at the time of loss or damage.

Standard extensions include:

- a) Loss or damage to non factory fitted audio equipment up to GBP 250.
- b) Replacement of locks following loss of keys up to GBP 250.

- c) New for old – if your vehicle is less than a year old, has done less than ten thousand (10,000) miles at the time of loss and is stolen and not recovered or written off
- d) Agreed value –(optional cover for classic/vintage vehicles only) we will pay to you a fixed amount in the event of your vehicle is stolen and not recovered or being declared a total loss

Significant or unusual exclusions or limitations

The policy contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment under this section are listed below:

We will not pay for:

- a) Breakdowns, wear and tear, gradual deterioration, rust, oxidation, fading or tarnishing;
- b) the confiscation or requisition or destruction of your vehicle by or under the order of any government or public or local authority;
- c) the loss or refund money as result of you parting from your vehicle by means of any fraudulent scheme, trick, device or false pretence;
- d) any loss in value of your vehicle, including any reduction in the market value of your vehicle following repairs;
- e) repairs or replacements which improve your vehicle beyond its condition before the loss or damage happened;
- f) loss or damage to your vehicle if a security system and/or tracking device which we have required you to use or you have told us about is not set or in full working order;
- g) loss or damage by theft where all locks have not been engaged, windows have been left open, the immobiliser is either not working or not been activated or the keys left in the vehicle;
- h) War or terrorism

Significant limitations include:

- a) The maximum amount payable is limited to the market value of your vehicle;
- b) Damage by fire and theft if your policy is on a third party fire and theft basis;

Broken windows and windscreens

Significant features and benefits

We will pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen or side or rear windows of your vehicle and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage

Significant or unusual exclusions or limitations

The policy contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment under this section are listed below

We will not pay for:

- a) fixed panoramic glass roof panels;
- b) any cost involved in recalibrating of any mechanical or electrical cameras or equipment.

Significant limitations include:

- a) any amount over two hundred and fifty pounds (£250) for each incident, unless the repair or replacement is carried out by **our** recommended windscreen specialists;
- b) Any amount over a thousand pounds (£1,000) for each incident and in all during the period of insurance if our recommended windscreen specialists are unable to fit or replace the glass and you have to use an alternate provide

Legal Liability to other people

Significant features and benefits

This insurance provides an indemnity for liability at law to compensate third parties (not being employees) for accidental bodily injury or accidental property damage.

Standard extensions include:

- a) Indemnity to others:
 - i) Any person allowed on the certificate of motor insurance to drive your vehicle, with your permission;
 - ii) Any person who is using (but not driving) your vehicle for social domestic or pleasure purposes only;
 - iii) Any person who is a passenger travelling in or getting in and out of, your vehicle;
- b) Defence costs:
 - i) Costs incurred in defending any action brought against you;
 - ii) Fees for representation at a Coroner's inquest or fatal inquiry;
 - iii) payment of manslaughter defence costs;
- c) Contingent cover:

indemnity to your employer for their legal liability for the death of or injury to any person or damage to property of others while you are driving your vehicle for the purpose of your employer's business

Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment under this section are listed below:

We will not pay for:

- a) liability arising from or relating to:
 - i) injury to employees;
 - ii) punitive, exemplary or aggravated damages;
 - iii) the use by any person for their business or employment unless agreed by us and shown in your certificate of insurance;
 - iv) the injury or death of the driver;
 - v) the operation of your vehicle or any trailer attached to it as a tool of trade.
- b) damage to anything which either is being carried in or on your vehicle or being towed by your vehicle;
- c) liability for death, injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of your vehicle;
- d) any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination, unless sudden and accidental;
- e) any cover for liability from any proceedings brought against you or judgement passed in any court outside of the territorial limits;
- f) liability for death, bodily injury or damage to property caused by any person taking or using **your** vehicle without your permission;
- g) Defence costs for a guilty plea;
- h) Appeal costs;
- i) Any legal representation which you arrange without obtaining our consent first;

Significant limitations are:

- a) any amount beyond twenty million pounds (£20,000,000) in respect of any one claim or series of claims arising from one accident in respect of damage to property of others
- b) for claimants' costs for any amount greater than five million pounds (£5,000,000) in respect of any one claim or series of claims arising from one accident
- c) any amount beyond one million pounds (£1,000,000) for any one claim or series of claims arising from one incident for pollution from such sudden identifiable unintended and unexpected cause

Personal accident

Significant features and benefits

This insurance provides compensation of two thousand five hundred pounds (£ 2,500) to you or your driver if either is accidentally injured direct connection with an accident whilst travelling in, or getting onto or out of **your vehicle** provided that such injury causes the death, loss of sight in either eye or amputation or total loss of use of limbs at or above the wrist or ankle within thirteen (13) weeks of the accident.

Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment under this section are listed below:

- a) Injury or death caused while the driver is under the influence of alcohol or drugs;
- b) Injury or death caused by the failure to use a seatbelt;
- c) Injury or death caused by self-harm or suicide or any attempt thereat.
- d) Any injury or death whatsoever if the policy is held in the name of a corporate organisation, a company or a firm.

Personal belongings

Significant features and benefits

We will pay to **you** the cost of repairing or replacing personal belongings in or on **your vehicle** if they are lost or damaged because of an accident, fire or theft up to a total of £100 any one claim

Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment under this section are listed below

- a) loss or damage to money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets;
- b) any item that is insured under another policy;
- c) tools, trade goods, samples or anything carried in or on your vehicle in connection with your work or employment
- d) Loss or damage from theft or attempted theft, where all locks have not been engaged, windows have been left open or the keys left in the vehicle;
- e) Any loss or damage whatsoever if the policy is held in the name of a corporate organisation, a company or a firm.

Medical expenses

Significant features and benefits

We will refund medical expenses of up to £100 for each person, if you or your driver and/or any passenger is injured as a result of an accident involving your vehicle.

Significant or unusual exclusions or limitations applying to the whole policy

The policy document contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment under all sections are listed below:

- a) Any accident or theft occurring while your vehicle is airside on aerodrome, airport, airfield or military base;
- b) Any loss arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- c) Any loss, damage, injury or death arising:
 - i) whilst you or any person entitled to drive is driving your vehicle is:
 - I) carrying out a criminal offence for which you or such person is subsequently convicted;
 - II) under the influence of drink or drugs;
 - ii) while your vehicle is being driven by you or any person with your permission and you or that person:
 - I) does not hold a licence to drive your vehicle for the use required or has had the licence to drive your vehicle revoked; or
 - II) has held but is currently disqualified from holding or obtaining such a licence; or
 - III) does not fully comply with the conditions of their licence;
 - IV) holds, or last held a provisional licence, unless:
 - A) that person is accompanied by a full licence holder aged twenty one (21) years or over; and
 - B) the accompanying full licence holder has held a full driving licence for at least three (3) years.
 - iii) while your vehicle is carrying hazardous goods;
- d) Any loss, damage, injury or death caused by
 - i) radiation or radioactive contamination;
 - ii) war or terrorism;
 - iii) riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands
- e) Any loss damage injury or death while your vehicle is being driven or used:
 - i) While outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands of this policy unless extended under the terms of Territorial limits and using your vehicle abroad section;
 - ii) for any purpose or by any person other than stated in the certificate of motor insurance;
 - iii) when not fit and safe to do so;
 - iv) for the principal purpose of the transportation of:
 - I) high explosives, such as nitro-glycerine, dynamite and/or any similar explosive;
 - II) any flammable liquid in bulk;
 - III) chemicals or gases in liquid, compressed and/or gaseous forms



Important information

Your right to cancel

- a) You have the right to immediately cancel the cover within fourteen (14) days of the commencement of the period of insurance or the receipt of this policy, whichever is the later (the 'cooling off period'). If you exercise this right we may charge you twenty five pounds (£25) for the service we have provided you in setting up the contract
- b) If the "cooling off period" has expired, you may cancel the policy during the period of insurance in writing via the entity that effected this insurance on your behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the period of insurance, you will be entitled to a refund of the premium paid calculated on a pro-rata basis, less a cancellation charge of thirty pounds (£30.00) for the service provided by Xpekt Ltd in setting up and administering this policy. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

Complaint procedure

If you are unhappy with the service provided for any reason or have cause for complaint you should contact Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN, telephone 0333 305 8110, email Complaints@xpekt.co.uk

We will make every effort to resolve your complaint immediately. If we cannot resolve your complaint by the end of the next working day, we will acknowledge your complaint within five (5) days of receipt and will do our best to resolve the problem within four (4) weeks by sending you a final response letter. If we are unable to resolve your complaint in this time, we will write to advise you of progress and will endeavour to resolve your complaint within the following four (4) weeks. If you are still dissatisfied after receiving our final response letter you may refer your complaint to the Financial Ombudsman Service, Exchange Tower, Exchange Square, London E14 9SR, Telephone 0300 123 9 123 or 0800 023 4567, Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>

Referral to the Financial Ombudsman Service is available to all private individuals and eligible commercial customers. Making a complaint does not affect your right to take legal proceedings.

A summary of our complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

You may also be able to refer your complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if you are not satisfied with our final response or we have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making your complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>



Compensation

The Financial Services Compensation Scheme covers this insurance. You may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website.

Directive Required Information

The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and the insurer agree otherwise. The language used in this policy and any communications relating to it will be English.

Your insurer

Your quotation or renewal documentation is issued by Xpekt Limited on behalf of R&Q Insurance (Malta) Ltd.

R&Q Insurance (Malta) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. R&Q Insurance (Malta) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Xpekt Ltd, registered in England & Wales, Company No 07857938.

Authorised and Regulated by the Financial Conduct Authority under No 624585

Your insurer's Head Office

The insurer's home state is Malta and its Head Office and registered address is Notabile Road BKR3000 Attard Malta.