

Excelerator

Motor Trade Policy

Index

Below are listed the Sections of this Policy. Your Schedule will indicate which Sections you are insured against and when read in conjunction with this Policy will provide you with precise details of your insurance protection.

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IMPORTANT

THIS POLICY (AND THE SCHEDULE WHICH FORMS AND INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US WITHOUT UNDUE DELAY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT PLEASE CONTACT YOUR INSURANCE ADVISER

Intact Insurance Isle of Man Limited (herein called the Insurer) and the Policyholder agree that

This policy, the Schedule (including any Schedule issued in substitution), the Certificate of Motor Insurance, the Proposal Form and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the Policyholder shall be incorporated into the contract

The Insurer will provide the insurance described in this Policy within the Territorial Limits subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and the Insurer shall agree to accept the premium

Underwritten by

Intact Insurance Isle of Man Limited

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Policyholder is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or, if the Policyholder is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Policyholder is based.

Policy Definitions

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section.

Accessories

shall mean the spare parts safety equipment and manufacturer's tool kit for use solely in connection with the Vehicle and audio visual communication or navigation equipment permanently fitted to the Vehicle

All Other Contents

shall mean including the following insofar as they are not otherwise or more specifically insured

- a) money and stamps for an amount not exceeding £500 and National Insurance Stamps
- b) documents manuscripts business books patterns models moulds plans and designs and computer systems records

Asbestos

shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust

shall mean fibres or particles of Asbestos

Asbestos Containing Materials

shall mean material containing Asbestos or Asbestos Dust

Buildings

shall mean buildings being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule situated at the Premises including

- a) landlord's fixtures and fittings in or on the Buildings
- b) small outside buildings extensions annexes gangways and canopies
- c) walls gates and fences
- d) paved concrete or asphalt forecourts
- e) services which shall mean telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground)
- f) fixed sanitary ware and fittings in the Buildings situated at the address or addresses shown in the Schedule

but excluding property more specifically insured

Business

shall mean the activities undertaken directly in connection with the Business Description shown in Section 1 – Road Risks and Section 2 - Property of the Schedule and applicable to the whole policy conducted solely from Premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- a) ownership repair and maintenance of the Policyholder's Premises
- b) provision and management of canteen social sports and welfare organizations and first aid ambulance and medical services for the benefit of any Person employed
- c) fire and security services maintained solely for the protection of Premises owned or occupied by the Policyholder
- d) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- e) attendance at or participation in trade fairs shows and exhibitions by the Policyholder or any director or partner of the Policyholder or any Employee in connection with the business

But in respect of Section 6 – Employer's Liability shall not include any work undertaken Offshore

Certificate of Motor Insurance

shall mean the document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation

The Certificate of Motor Insurance

- a) has the same number as the Policy
- b) shows who may drive the Vehicle
- c) shows the uses to which the Vehicle can be put
- d) shows the uses to which the Vehicle cannot be put

Computer Equipment

shall mean personal computers including keyboards visual display units and printers dedicated word processing equipment multi-user small business computers lap top palm top or similar portable computer equipment facsimile machines photo copiers and telecommunication equipment

Customer's Vehicle

shall mean a motor vehicle belonging to a customer of the Policyholder temporarily in the custody or control of the Policyholder in the course of the Business for repair service or maintenance at the Premises of the Policyholder

Damage

shall mean loss destruction or accidental or malicious damage

Data

shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Employee

shall mean any individual under a contract of service or apprenticeship with the Policyholder

Endorsement

shall mean an amendment to the Policy

Event

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Excess

shall mean the amount shown in this policy booklet or on the Schedule which the Policyholder must pay in respect of each and every claim

Failure of a System

shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's Business activities

Forecourt Facility

shall mean any fuel installation oil pump tank cabinet air or water tower vehicle washing installation or vending machine (but not the contents of any of these items) in or on the Premises

General Contents

shall mean

- a) business equipment fixtures fittings furniture machinery external blinds signs Forecourt Facilities and All Other Contents the property of the Policyholder or held by him in trust and for which he is responsible
- b) personal effects or tools belonging to the Policyholder or any director partner customer of the Policyholder or Employee

c) Tenants Improvements

at the Premises excluding

- i) landlord's fixtures and fittings
- ii) stock and materials in trade
- iii) property more specifically insured

Injury

shall mean bodily injury including death and disease

In respect of Section 7 Public Liability and Legal Defence Costs Part B this definition is amended to read

bodily injury mental injury death disease wrongful arrest or false imprisonment

Insurers

shall mean Intact Insurance Isle of Man Limited

Intellectual Property Rights

shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

Intruder Alarm Systems

shall mean detection circuits control and processing equipment power supplies audible and remote signalling including any ancillary telecommunications systems

Keyholder

shall mean the Policyholder or any person or key holding company authorised by the Policyholder who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Microchip

shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Money

shall mean

- a) cash bank notes currency notes uncrossed cheques (including uncrossed giro cheques cash cheques and travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage and revenue stamps National Insurance stamps (not fixed to cards) National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens trading stamps
- b) crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed bankers' drafts crossed postal orders crossed money orders unused units in franking machines National Savings Certificates Premium Bonds credit company sales vouchers VAT purchase invoices

belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business

Offshore

shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

Person Entitled to Indemnity

shall mean

- a) The Policyholder
- b) The personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder

c) At the request of the Policyholder

- i) any principal
- ii) any director or partner of the Policyholder
- iii) any Person Employed

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Policy if the claim had been made against the Policyholder

- iv) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- v) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

Person Employed

shall mean

- a) Employee
 - b) Labour master and individuals supplied by him
 - c) Individual employed by labour only sub-contractors
 - d) Self employed individual (not being in partnership with the Policyholder)
 - e) Individual hired to or borrowed by the Policyholder
 - f) Individual undertaking study or work experience while under the supervision of the Policyholder
- } While under the direct control and supervision of the Policyholder

Period of Insurance

shall mean the duration of the Policy as shown on the Schedule or Certificate of Motor Insurance and any subsequent period for which the Insurers may accept payment for the renewal of this Policy

Policy

shall mean the documents consisting of

- a) this policy booklet
- b) the Proposal Form
- c) the Schedule
- d) any Endorsements
- e) the Certificate of Motor Insurance if Section 1 is operative
- f) the Certificate of Employers' Liability Insurance if Section 6 is operative

Policyholder

shall mean any person partnership or company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the Schedule

Pollution or Contamination

shall mean

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) all Injury Damage or Financial Loss directly or indirectly caused by such pollution or contamination

Premises

shall mean that part of the Buildings situated at the address or addresses shown in the Schedule and occupied by the Policyholder for the purpose of the Business

Products

shall mean goods (including their containers and packaging) not in the custody or control of the Policyholder sold or supplied by the Policyholder in connection with the Business from any premises within the Territorial Limits and any error in connection with the sale supply or presentation of such goods.

Property

shall mean material property excluding Data and Vehicles

Proposal Form

shall mean the form signed by the Policyholder and any other accompanying information which provides material facts relevant to the cover the Policyholder has requested

Renewal Declaration Form

shall mean the form completed by the Policyholder prior to each Period of Insurance and other accompanying information which provides material facts relevant to the cover the Policyholder has requested

Repair Servicing or Maintenance

shall mean repair alteration service maintenance treatment test or examination of Vehicles including

- a) the pre-delivery check of new Vehicles as required by the manufacturers
- b) the fitting of additional parts and accessories to Vehicles
- c) the examinations of Vehicles in accordance with the Motor Vehicles (Tests) Regulations

Schedule

shall mean the document which describes any details specific to the Policyholder

Stock

shall mean stock and materials in trade the property of the Policyholder or held by him in trust or on commission and for which he is responsible excluding Vehicles and property more specifically insured

Stock of Motor Vehicles

shall mean stock of motor Vehicles

- a) in or on the Premises or
- b) on land belonging to or in the occupation of the Policyholder other than the private residence of the Policyholder or
- c) at any other place at which the Policyholder is engaged in the Business including storage

System

shall mean including computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Tenants Improvements

Shall mean tenants structural improvements fixtures fittings glass interior decoration and sign writing

Territorial Limits

shall mean

- a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- b) Republic of Ireland

and in the course of transit (including processes of loading and unloading) by rail or water within or between any of these territories provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal circumstances

Terrorism

shall mean terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any government de jure or de facto

Vehicle

shall mean

- a) any motor vehicle trailer or agricultural implement belonging to or hired to or leased to the Policyholder or in his custody or control in the course of the Business or in the custody or control of any sub-contractor of the Policyholder except
 - i) a steam-driven vehicle
 - ii) a goods carrying vehicle while being used for hire or reward (other than for demonstration tuition or driving tests) unless such has been notified to the Insurers and accepted by them
 - iii) for the purposes of Section 1 - Road Risks any motorcycle, trike (tricycle) scooter moped quad bike or other motor vehicle which is not registered and licensed for use on a public road unless carrying a trade plate in accordance with the Regulations applicable to trade licences
 - iv) a vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles
- b) any vehicle (mechanically propelled or otherwise) attached to a motor vehicle for the purposes of being towed or on a motor vehicle or trailer described in paragraph a) above

including Accessories relating to such vehicles

Vehicle Keys

shall mean any device used for starting the Vehicle or using its alarm immobiliser or locks

Virus

shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

War

shall mean war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Section 1 – Road Risks

This Section is only operative if shown as such in the Schedule

The Insurers only provide cover under this Section while the Vehicle is being driven or used within the Territorial Limits and is

- a) on any road in the course of a journey or
- b) temporarily garaged or parked during the course of a journey in or on any premises or land not belonging to the Policyholder or in the occupation of the Policyholder or
- c) garaged in the private domestic garage or parked at the private residence of the Policyholder or any director or partner of the Policyholder or Employee

Sub - section A - Damage to Vehicles

A Cover

If a Vehicle sustains Damage the Insurers will indemnify the Policyholder by at their own option repairing or replacing the Vehicle or paying the amount of such Damage

The liability of the Insurers in respect of the Vehicle shall not exceed the market value immediately prior to such Damage or the Policyholder's estimate of value notified to the Insurers whichever is less

New Vehicle Concession (Comprehensive Only)

1 Policyholder's Own Vehicles

If within one year of registration as new any Vehicle owned and registered in the name of the Policyholder and not held for sale is

- a) lost by theft and not recovered or
- b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes immediately prior to such damage and the claim is settled as a total loss

the Insurers will pay for the cost of purchasing a new replacement vehicle of the same make and model

Provided that

- i) the Policyholder requests it
- ii) such a replacement is available
- iii) cover in the Schedule is shown to be Comprehensive
- iv) the total payment will be limited to a maximum of £5,000 above the amount payable under Paragraph A Cover of this Section

2 Vehicles Held for Sale

If a new Vehicle held for sale by the Policyholder is damaged to the extent that it necessitates

- a) a declaration to a prospective purchaser and
- b) a discount to effect a sale

the Insurers will consider such discount as forming part of the claim

Provided that

- i) cover in the Schedule is shown to be Comprehensive
- ii) the Insurers have agreed the level of discount necessary to effect the sale and
- iii) the total payment will be limited to a maximum of £5,000 per vehicle

Personal Clothing Effects and Trade Samples

If Personal Clothing or Effects or Trade Samples sustain Damage while in or on the Vehicle by fire theft attempted theft or accident the Insurers will indemnify the Policyholder or if the Policyholder so wishes the owner of the property by paying in cash the amount of the Damage up to £1,000 in all for any one occurrence The receipt of the owner of the property shall be a discharge of the claim

Provided that

The Insurers shall not be liable for

- a) money stamps tickets documents or securities
- b) theft of any property carried in an open or convertible car unless in a locked boot or locked glove compartment

Recovery and Redelivery

Following Damage to a Vehicle insured by this Section the Insurers will pay the reasonable cost of

- a) protection or removal of a Vehicle (if disabled) to the nearest competent repairer
- b) delivery after repair or after recovery of a Vehicle to the Premises

Authority to Repair

Following Damage insured by this Section to a Vehicle reasonable repairs may be commenced to such Vehicle on the Policyholder's own authority provided that a detailed estimate of the cost is sent to the Insurers without undue delay. This estimate will be subject to approval by our engineers and the Insurers reserve the right to obtain alternative estimates

The maximum liability of the Insurers will be based on reasonable market rates

Repairs are not to be undertaken if the cost of the repairs exceed 50% of the market value of the Vehicle immediately prior to the loss

B Restrictions to Cover

Non- Comprehensive

- a) If the Section cover in the Schedule is stated to be Third Party Fire and Theft the Insurers shall be liable under Sub-section A - Damage to Vehicles only for Damage caused by fire lightning explosion theft or attempted theft or by the taking away of a Vehicle without the consent of the Policyholder and Sub-section A - Damage to Vehicles shall be read accordingly or
- b) if the Section cover in the Schedule is stated to be Third Party only the Insurers shall not be liable for Damage to Vehicles and Sub-section A - Damage to Vehicles is cancelled

Accidental Damage Excess

The Insurers shall not be liable for the amount shown in the Schedule in respect of loss of or damage to the Vehicle

Provided that

this Restriction in Cover shall not apply in respect of Damage to a Vehicle caused by

- a) fire lightning explosion theft or attempted theft or the taking away of the Vehicle without the consent of the Policyholder
- b) the breakage of windscreens or windows where this is the only Damage to the Vehicle other than scratching of bodywork resulting from the breakage

Further Accidental Damage Excess for Young or Inexperienced Drivers

The Insurers shall not be liable for the further amount shown in the Schedule in respect of Damage to a Vehicle while such Vehicle is being driven by or is for the purpose of being driven in the charge of any person who

- a) is under 21 years of age
- b) i) is under 25 but not under 21 years of age or
 - ii) holds a provisional licence to drive or has held a full licence to drive a Vehicle of the same class as the Vehicle for less than 12 months or
 - iii) does not hold a licence to drive but is driving in circumstances where a licence is not required by law

Fire, Theft and Windscreen Damage Excess

The Insurers shall not be liable for the amount shown in the Schedule in respect of Damage to a Vehicle caused by fire lightning explosion theft or attempted theft or the taking away of the Vehicle without the consent of the Policyholder or the breakage of windscreens or windows

C Exclusions to Sub-section A – Damage to Vehicles

The Insurers shall not be liable under this Sub-Section for

- a) Damage due to the theft or attempted theft of the Vehicle while it is left unattended and unlocked with the Vehicle Keys in or on the Vehicle
- b) loss of a Vehicle resulting from deception by a purported purchaser or his agent
- c) Damage to the Vehicle while the Vehicle is let on hire and such Damage is due to or arising from or following upon theft of the Vehicle by the hirer or the obtaining of it by deception by the hirer
- d) Damage to the Vehicle while the Vehicle is in the custody of a person other than the Policyholder or an employee of the Policyholder for the purposes of demonstration and such Damage is due to or arising from or following upon theft of the Vehicle by such person

Sub – Section B - Liability to the Public

A Cover

The Insurers will subject to the Limits of Liability in the Schedule indemnify the Policyholder against legal liability for damages and claimant's costs and expenses incurred in respect of

- a) Injury to any person including passengers
- b) Damage to property

arising in connection with the use of a Vehicle (including loading and unloading of such Vehicle)

Provided that the total amount payable by the Insurers in respect of any of the covers irrespective of the number of parties insured by this Section having a claim under this Section in respect of such covers shall not exceed in the whole the stated Limit of Liability

For the purpose of any stated Limit of Liability all of the parties insured under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder

Contingent Liability

The Insurers will also indemnify the Policyholder and no other person against legal liability in the terms of this Section in respect of Injury or Damage arising in connection with the use of any motor vehicle

- a) not belonging to or hired or leased to or provided by the Policyholder and being used in the course of the Business or
- b) which has been
 - i) loaned by the Policyholder to a customer
 - ii) hired by the Policyholder to a customer

while such Customer's Vehicle is in the custody of the Policyholder for Repair Servicing or Maintenance

but the Insurers shall not be liable in respect of any sum which the Policyholder shall become legally liable to pay by reason of his having caused or permitted a Vehicle to be used without insurance complying with any road traffic legislation

but excluding Damage to any such Vehicle

Indemnity to persons other than the Policyholder

In respect of any occurrence which may be the subject of indemnity under this Section the Insurers will also indemnify

- a) any person entitled to drive or use a Vehicle under the terms of the Certificate of Motor Insurance or any other person driving a Vehicle with the consent of the Policyholder when a licence is not required by law
- b) any passenger in a Vehicle other than the driver
- c) if the Policyholder so requests any director or partner of the Policyholder or Employee in respect of liability for which the Policyholder would have been entitled to indemnity if the claim had been made against him
- d) any officer or member of the Policyholder's canteen social sports or welfare organisations and fire first aid and ambulance services

- e) i) any principal for whom the Policyholder is carrying out a contract for the performance of work
- ii) the owner of Plant hired by the Policyholder
- but only to the extent required by the contract conditions
- f) the legal representative of any person entitled to indemnity in respect of liability incurred by that person

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Policyholder shall not exceed the Limits of Liability in the Schedule

Provided that the Insurers shall not be liable to indemnify

- i) any person driving a Vehicle unless that person holds a licence to drive the Vehicle or has held and is not disqualified from holding or obtaining such a licence
- ii) any person not driving a Vehicle but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Vehicle unless he has held and is not disqualified from holding or obtaining such a licence

Unauthorised Use

Notwithstanding 1a of Sub-section D to Section 1 – Road Risks the Insurers will indemnify the Policyholder and no other person while the Vehicle is being driven without the consent of the Policyholder by any person in the employ of the Policyholder

Costs and Expenses

The Insurers will pay in respect of any event which may be the subject of indemnity under this Section in addition to the Limits of Liability in the Schedule

- a) solicitors' fees for representation at any Coroner's inquest or fatal inquiry or Court of Summary Jurisdiction
- b) costs and expenses incurred with their written consent
- c) the costs of defence against a charge of manslaughter or causing death by dangerous or careless driving

Emergency Treatment

The Insurers will indemnify any person using a Vehicle against liability under any road traffic legislation to pay for Emergency Treatment fees

Commercial Loads

The Insurers will indemnify the Policyholder against legal liability for Damage to the commercial load of Customers' Vehicles whilst in the Policyholders custody or control excluding loss of use of such load

The maximum the Insurers will pay in respect of any one event is £250,000

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Insurers will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- a) any director or partner of the Policyholder £500
- b) any Person Employed £250

B Exclusions to Sub - Section B – Liability to the Public

The Insurers shall not be liable under this Sub-Section

- 1 for Injury or Damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with loading or unloading of a Vehicle by any person other than the driver or attendant
- 2 for Damage to Property
 - a) belonging to or in the custody or control of the Policyholder or any person claiming indemnity or
 - b) in the custody or control of any director partner or Employee

but this Exclusion shall not apply to liability incurred by the Policyholder for

- i) Damage to the contents of a Customer's Vehicle
- ii) Damage to the personal effects of directors partners or Employees of the Policyholder

- 3 for Damage to any motor vehicle in connection with which indemnity is provided by Sub-Section A under this Section
- 4 for any legal liability of whatsoever nature directly caused by or contributed to by or arising from a Vehicle while in or on that part of any airport, airfield or military installation provided for
 - a) the take-off or landing of aircraft or the movement of aircraft on the ground
 - b) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

except so far as is necessary to meet the requirements of any road traffic legislation

- 5 for injury loss or damage directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

For the purpose of this Exclusion pollution or contamination shall mean actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritation contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed)

- 6 for any consequence of Terrorism except so far as is necessary to meet the requirements of any road traffic legislation

If the Insurers are required to indemnify the Policyholder in respect of legal liability incurred for damages and claimants costs and expenses in respect of Terrorism within the terms of any road traffic legislation for loss or damage to material property the liability of the Insurers shall not exceed

 - a) the amount shown in the Schedule in respect of Third Party Property Damage or £5,000,000 whichever is the lower or
 - b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs

In respect of any one claim or number of claims arising out of one cause in connection with the use of the Vehicle

- 7 for death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this Section except so far as is necessary to meet the requirements of any road traffic legislation
- 8 to indemnify any person driving unless that person holds a licence to drive the Vehicle or has held and is not disqualified from holding or obtaining such a licence
- 9 to indemnify any person not driving but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Vehicle unless he has held and is not disqualified from holding or obtaining such a licence
- 10 to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy

Sub – Section C – Additional cover

Compensation for Loss of Use - Customer's Vehicles

Following Damage insured by this Section to a Customer's Vehicle the Insurers will indemnify the Policyholder in respect of his legal liability to pay compensation for loss of use of such Vehicle

Foreign Use

A Compulsory Insurance outside the Territorial Limits

The Insurers will indemnify the Policyholder to satisfy the legal minimum insurance requirements including legal fees costs and expenses incurred with their written consent while the Vehicle is in

- a) any country which is a member of the European Union
- b) any country
 - i) which agrees to meet European Commission Directives on motor insurance and
 - ii) of which the European Commission is satisfied that arrangements has been made to meet the requirements of these directives

B Extension of cover outside the Territorial Limits

Provided that the Insurers agree in advance and a Schedule has been issued noting that cover is in force the Insurers will extend the cover under the Policy

- a) for up to 30 days in any one Period of Insurance to include
 - i) any other member country of the European Union
 - ii) Croatia Iceland Liechtenstein Norway or Switzerland
- b) for the period agreed by the Insurers to include any other country

and in the course of transit (including the processes of loading and unloading) by rail or water within or between any of these territories provided that this transit is by a commercial carrier and is not a longer duration than 65 hours in normal circumstances

C Other charges

The Insurers will also pay the enforced payment of customs duty that the Policyholder must pay as a direct result of Damage to the Vehicle

The Insurers will also insure the Policyholder against general average contribution salvage and sue and labour charges arising from the transportation of the Vehicle by sea between any countries to which this insurance applies provided that

- a) the Vehicle is insured for comprehensive cover
- b) the contribution relates to the value of the Vehicle

Vehicle Locks & Keys

Costs incurred as a result of the necessary replacement of the locks, lock mechanisms or Vehicle Keys in respect of Vehicles following the loss or theft of Vehicle Keys away from the Premises or away from the home of any director partner or Employee of the Policyholder

Provided that the liability of the Insurers shall not

- a) exceed £1000 any one occurrence of theft
- b) exceed £5000 in any one Period of Insurance

Sub – Section D Claims Conditions

In the event of a claim under this Section

Right of Recovery

the Policyholder shall repay to the Insurers all sums paid by them under this Section because of the requirements of any law if the Insurers would not have been liable to pay but for the provisions of such law

Hiring or other Agreements

if the Insurers know that a Vehicle is hired leased or loaned to the Policyholder under a hire purchase agreement vehicle leasing or other agreement any payment may be made to the owner whose receipt shall be a discharge of the claim

Cross Liabilities

if the Policyholder comprises more than one party (which in the case of partnership includes each individual partner) the Insurers will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as a Policyholder if the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Policyholder shall not exceed the Limits of Liability

Sub – Section E - Exclusions to Section 1 - Road Risks

The Insurers shall not be liable in respect of Injury or Damage arising while a Vehicle is

- 1 a) being used with the consent of the Policyholder or of his representative otherwise than in accordance with the Limitations as to Use in the Certificate of Motor Insurance
- b) being driven by the Policyholder unless he holds a licence to drive such Vehicle or has held and is not disqualified from holding or obtaining such a licence
- c) being driven with the consent of the Policyholder or his representative by any person
 - i) who is not specified in the Certificate of Motor Insurance or
 - ii) who the Policyholder or his representative knows does not hold a licence to drive the Vehicle unless he has held and is not disqualified from holding or obtaining such a licence

Provided that

- a) and c) i) shall not apply when a Vehicle is in the control of a sub-contractor of the Policyholder for Repair Servicing or Maintenance
 - a) and c) ii) shall not apply when a licence is not required by law
- 2 a) in or on the Premises or
 - b) on land belonging to or in the occupation of the Policyholder other than the private residence of the Policyholder or
 - c) at any other place at which the Policyholder is engaged in the Business including storage
- 3 any liability which the Policyholder has accepted by agreement (including express guarantee warranty condition or indemnity given or accepted by the Policyholder) except to the extent that such liability would have attached in the absence of such agreement

Section 2 – Property

This Section is only operative if shown as such in the Schedule

A Cover

The Property Forecourt Facilities and any Vehicle described in the Schedule belonging to the Policyholder or in his custody or control or for which the Policyholder is legally responsible are covered against Damage at the Premises including costs and expenses necessarily incurred in removing debris demolishing shoring up or propping following such Damage and in respect of fixed external glass at the Premises the cost of necessary boarding up pending replacement following Damage covered by this Section

B Additional Cover

Stock in Transit

Damage to Stock (other than the Excluded Property below) while in or on or being loaded onto or unloaded from any motor vehicle or trailer within the Territorial Limits and owned by or operated under the direct control of the Policyholder subject to the Limit shown in the Schedule

Excluded Property

- a) livestock furs car telephones watches jewellery gold and silver articles precious metals and stones non-ferrous metals cash stamps bank notes bills of exchange securities deeds documents manuscripts or plans
- b) china glass earthenware pictures or scientific instruments

Portable Hand Tools including Employees' tools mobile telephones and pagers

Damage to portable hand tools mobile telephones and pagers owned by the Policyholder or any director or partner of the Policyholder or Employee used in connection with the Business away from the Premises but within the Territorial Limits subject to the Limit shown in the Schedule

Provided that the Insurers will not be liable for

- a) lap top palm top or similar portable computer equipment
- b) satellite navigation or similar communication equipment

Refrigerated Stock

Damage (other than from the Exclusions listed below) to refrigerated stock at the Premises subject to the Limit shown in the Schedule as a result of deterioration or putrefaction caused by:-

A rise in temperature as a result of

- a) breakdown of or Damage to the refrigerator
- b) non-operation of any thermostatic or automatic controlling devices pertaining to the refrigerator
- c) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
- d) action of refrigerant fumes escaping from the refrigerator

Provided that the refrigerator is the subject of

- i) a current guarantee or warranty by the manufacturer or
- ii) a maintenance contract with a competent refrigeration engineer or
- iii) an insurance policy covering breakdown or an inspection contract issued by an insurer

The Insurers shall not be liable for Damage

- a) caused by any wilful act or wilful neglect by the Policyholder or any director or partner of the Policyholder or any Person Employed
- b) to food in any unit more than 10 years old

New Vehicle Concession

1 Policyholder's Own Vehicles

If within one year of registration as new any Vehicle owned or registered in the name of the Policyholder and insured for loss or damage is

- a) lost by theft and not recovered or
- b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes immediately prior to such damage and the claim is settled as a total loss

the Insurers will pay for the cost of purchasing a new replacement vehicle of the same make and model

Provided that

- i) the Policyholder requests it
- ii) such a replacement is available
- iii) the total payment will be limited to a maximum of £5,000 above the amount payable under Paragraph A Cover of this Section

2 Vehicles Held for Sale

If a new Vehicle held for sale by the Policyholder is damaged to the extent that it necessitates

- a) a declaration of such damage to a prospective purchaser and
- b) a discount to effect a sale

the Insurers will consider such discount as forming part of the claim

Provided that

- i) the Insurers have agreed the level of discount necessary to effect the sale and
- ii) the total payment will be limited to a maximum of £5,000 per vehicle

Contents of Customer's Vehicles

Damage to contents of Customer's Vehicles while in the Premises or at the risk address or addresses shown in the Schedule

Provided that

- a) the total payment will be limited to £1,000 per Vehicle
- b) the fuel of the Vehicle is excluded

Recompilation of Data Carrying Materials

The Cover in respect of Data carrying materials comprises the costs and expenses incurred together with the cost of labour or computer time in recompiling information contained in them from other records or re-recording data on new materials following Damage but not for their value to the Policyholder of the information that they contain

For any Premises where theft cover is shown as operative in the Schedule

The Premises

Damage to the Premises caused by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means

Replacement of Locks

Costs incurred as a result of the necessary replacement of the locks to the Buildings safes or strongrooms at the Premises following theft of keys from the Premises or from the home of any director partner or Employee authorised by the Policyholder to hold such keys

Provided that the liability of the Insurers shall not

- a) include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the Premises while closed for business
- b) exceed £2,500 any one occurrence of theft

Vehicle Locks & Keys

Costs incurred as a result of the necessary replacement of the locks, lock mechanisms or Vehicle Keys in respect of Vehicles following the theft of Vehicle Keys involving forcible or violent entry into or exit from the Premises or from the home of any director partner or Employee authorised by the Policyholder to hold such Vehicle Keys

Provided that the liability of the Insurers shall not

- a) exceed £10,000 any one occurrence of theft
- b) exceed £50,000 in any one Period of Insurance

C Extensions

Professional Fees

Following Damage covered by this Section the Insurers will also pay for professional fees necessarily incurred in the reinstatement of the Buildings and General Contents but not for preparing any claim

Requirements of Public Authorities

Following Damage covered by this Section the Insurers will also pay for the additional cost of reinstatement of the Buildings and General Contents incurred solely to comply with any European Union legislation or building regulations or local authority or other statutory requirements first imposed on the Policyholder following the Damage provided that the reinstatement is completed within 12 months of the occurrence of the Damage or within such further time as the Insurers agree in writing

excluding

- a) costs incurred in complying with such regulations or bye-laws under which notice has been served upon the Policyholder prior to the happening of the Damage or in respect of undamaged parts of such Property
- b) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such legislation regulations or requirements

Capital Additions

The insurance by each item of this Section on Buildings and General Contents extends to cover

- a) any newly acquired Property not otherwise insured from the time the Policyholder became responsible for it
- b) alterations and improvements to the Property but not in respect of appreciation in value during the current Period of Insurance

provided that

- i) the liability of the Insurers shall not exceed 10% of the total of the Sums Insured on such Property or £250,000 whichever is the less at any one Premises
- ii) the Policyholder undertakes to give particulars of such Property to the Insurers each 6 months and to effect specific insurance on such Property with effect from the date of the commencement of the liability of the Insurers

Contracting Purchaser

If at the time of any insured Damage to any building insured the Policyholder shall have contracted to sell their interest in the building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser on behalf of the purchaser against such Damage without prejudice to the rights and liabilities of the Policyholder or the Insurers up to the date of completion

Non- Invalidation

The insurance by this Section insofar as it relates to Buildings or parts of Buildings not occupied by the Policyholder shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased without the authority or knowledge or beyond the control of the Policyholder provided that the Policyholder immediately on becoming aware thereof gives notice to the Insurers and pays an additional premium if required

Property Removed

This Section also covers Damage to General Contents (other than personal effects belonging to the Policyholder or any director partner or Employee of the Policyholder) while temporarily removed from the Premises for cleaning renovation or repair within the Territorial Limits if Damage is caused by a peril covered by this Section provided that the liability of the Insurers shall not exceed 10 per cent of the Sum Insured or £250,000 whichever is the less on such Property

Automatic Reinstatement of Sums Insured

In the absence of written notice by the Policyholder or the Insurers to the contrary within 30 days of the occurrence of the Damage the Sums Insured in the Schedule will be automatically reinstated by the amount of the loss

provided that

- a) the Policyholder pays the appropriate additional premium for such reinstatement of Sums Insured
- b) the Policyholder implements without delay any amendments to the protections of the Premises that the Insurers may require
- c) in respect of Damage by theft or attempted theft the automatic reinstatement of Sums Insured shall apply on the first occasion only in one Period of Insurance

Removal of Debris

The insurance by each item of this Section on Buildings General Contents and Stock includes costs and expenses necessarily incurred by the Policyholder with the consent of the Insurers in removing debris demolishing shoring up or propping following Damage to such Property

The Insurers will not pay for any costs or expenses

- a) incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section

D Additional Property Covered

This Section extends to cover Damage to radio and television receiving aerials their fixtures or masts at the Premises if it is owned by the Policyholder or the Policyholder is legally responsible for it

E Limits of Liability

The liability of the Insurers during any one Period of Insurance shall not exceed

- a) the Sum Insured of any item or in the whole the total Sum Insured or any other stated limit of liability or such other sum or limit as may be substituted by Endorsement
- b) £500 any one person in respect of personal effects belonging to the Policyholder or any director partner of the Policyholder or Person Employed
- c) the cost of repairs for Damage to the Premises caused by theft or attempted theft

Provided that

the total amount payable by the Insurers in respect of any claim irrespective of the number of parties insured by this Section having a claim under this Section shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated Limit of Liability

For the purposes of the Sum Insured or Limit of Liability all of the parties insured under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder as defined herein

Index-Linking

The Sums Insured in the Schedule will be adjusted at monthly intervals in accordance with the percentage change in line with suitable indices of costs

Provided that

- a) any adjustments made to the Sums Insured will be based on the latest figures available to the Insurers
- b) at each renewal the premium will be calculated on the adjusted Sums Insured

Protection after Loss

The Sums Insured on any Buildings or General Contents or Computer Equipment items which sustain Damage by a cause covered by this Section will continue to be Index-linked following such Damage while the Property is being reinstated provided that the Policyholder takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

F Claims Settlement

Reinstatement

If the Insurers elect or become bound to reinstate or replace any property the Policyholder shall at his own expense produce and give to the Insurers all such plans documents books and information as they may reasonably require. The Insurers shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sums Insured thereon

Reinstatement Provisions / Effects

In the event of Buildings General Contents and Computer Equipment (except personal clothing belonging to the Policyholder or any director or partner or customer of the Policyholder or any Person Employed) suffering Damage the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement subject to the provisions set out below

Reinstatement means

- a) where Property is destroyed the rebuilding of the Property if a Building or in the case of other Property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new
- b) where Property is damaged the repair of the Damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new
- c) where a Vehicle sustains Damage the Insurers will indemnify the Policyholder by at their own option repairing or replacing the Vehicle or paying the amount of such Damage except in so far as Paragraph B Additional Cover – New Vehicle Concession applies

Provisions

- a) No payment beyond the amount which would have been payable had Reinstatement not been operative shall be made
 - i) unless the work of Reinstatement is commenced and carried out with reasonable dispatch
 - ii) until Reinstatement has been effected
 - iii) unless any other insurance covering the interest of the Policyholder in the Property at the time of the Damage is on the same basis of Reinstatement as this Policy

and if no such payment is made then the rights and liabilities of the Insurers and the Policyholder shall be those which would have applied had Reinstatement not been operative

- b) Reinstatement may be carried out at another site and in any manner suitable to the Policyholder subject to the liability of the Insurers not being increased as a result
- c) In the event of partial damage to any Property insured under Reinstatement the liability of the Insurers for any loss shall not exceed the cost which would have been incurred had such Property been totally destroyed

Stock

In respect of Stock and other Property not specifically covered the Insurers will pay the value of such Stock or Property at the time of its destruction or the amount of the Damage including the cost of removing debris

Underinsurance Conditions

- a) Each item on Buildings General Contents and Computer Equipment is declared to be subject to the following Underinsurance Condition

If at the time of Damage the Sum Insured on any item is less than 85% of the reinstatement value of the property covered by such item then the Policyholder shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

- b) Following Damage to Stock or Stock of Motor Vehicles or other property not specified in a) above each item is declared to be subject to the following Underinsurance Condition

If at the time of Damage the Sum Insured on any item is less than the value of the property covered by such item then the Policyholder shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

Hiring or other Agreement

If the Insurers know that property or a Vehicle is hired leased or loaned to the Policyholder under a hire purchase leasing or other agreement any payment may be made to the owner whose receipt shall be a discharge of any claim under this Policy

G Exclusions

The Insurers will not be liable under this Section

- 1 for Damage to
 - a) railway locomotives or rolling stock watercraft or aircraft
 - b) Money cheques securities of any description stamps bonds credit cards
 - c) Property in transit except as provided for under paragraph B Additional Cover of this Section
 - d) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
 - e) livestock growing crops or trees
 - f) blinds or signs not securely fixed to the Premises
 - g) moveable Property left in the open or to fences or gates by wind rain hail sleet snow flood or dust but this Exclusion shall not apply to Forecourt Facilities
 - h) land roads pavements piers jetties bridges culverts or excavations
 - i) commercial loads of Customers' Vehicles
- 2 for Damage to property arising from theft or attempted theft
 - a) which does not involve entry to or exit from any building by forcible and violent means (unless such Damage results from actual or threatened violence or assault to the Policyholder any director or partner of the Policyholder Employee or any other person lawfully on the Premises)

but this Exclusion shall not apply to Forecourt Facilities Vehicles or Customer's Vehicles in the open
 - b) at or to any Premises where theft cover is shown as inoperative in the Schedule
 - c) in respect of Stock in Transit or Portable Hand Tools
 - i) from an unattended Vehicle unless
 - a) all points of access are locked and
 - b) any existing immobilisers and alarm systems are activated and
 - c) all Vehicle Keys are removed from such Vehicles
 - ii) from a Vehicle left unattended at any time outside any working day of the driver or on non-working days or during any rest period of the driver exceeding two hours unless the Vehicle is
 - a) locked and secured in accordance with sub-paragraph 2 c) i) above and
 - b) all Vehicle Keys kept at the Premises are stored in a secure key cabinet or safe fixed to a solid wall or floor in accordance with the manufacturers' instructions or removed from the Premises overnight and
 - c) garaged in a securely closed and locked building or
 - d) parked in a yard which is fully enclosed and securely closed and locked
- 3 for Damage to a Vehicle resulting from deception by a purported purchaser or his agent
- 4 for Damage to Property in or on soft-topped open-topped or open-sided Vehicles or trailers owned or operated by the Policyholder if caused by
 - a) storm
 - b) theft or attempted theft unless also involving theft of the Vehicle or trailer
 - c) malicious persons when the Vehicle or trailer is left unattended for the night

5 for Damage

- a) to fixed external glass at any Premises by theft or attempted theft where Theft cover is shown as inoperative in the Schedule
- b) to glass (other than fixed external glass) china earthenware marble or other fragile or brittle objects by accidental breakage
- c) to Property which at the time of Damage is insured by or would but for the existence of this Policy be insured by any Marine policy except in respect of any excess beyond the amount which would have been payable under the Marine policy had this insurance not been effected
- d) due to disappearance unexplained or inventory shortage misfiling or misplacing of information

6 for Damage

- a) caused by the bursting of any boiler economizer or other vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only
 - b) to any vessel machine or apparatus or its contents resulting from the explosion thereof
- but this shall not exclude Damage caused by explosion of any boiler or gas used for domestic purposes

7 for Damage caused by

- a) frost other than in respect of Vehicles
- b) corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination pollution change in temperature colour flavour texture or finish vermin insects marring or scratching
- c) subsidence ground heave or landslip or the normal settlement or bedding down of new structures
- d) a building's own collapse or cracking
- e) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the Premises are empty or not in use
- f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing when the Premises are empty or not in use
- g) acts of fraud or dishonesty

8 for Damage to property caused by

- a)
 - i) its own faulty or defective design materials or
 - ii) faulty or defective workmanship operational error or omission on the part of the Policyholder or any director or partner of the Policyholder or any Person Employed or
 - iii) inherent vice latent defect gradual deterioration wear and tear

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- b) its own mechanical or electrical breakdown or derangement
- c) use contrary to the manufacturers' instructions
- d) its undergoing any process of production packing treatment testing or commissioning

9 for Damage attributable solely to change in the water table level

10 for Damage

- a) to Data which shall include but shall not be limited to
 - i) Damage to or corruption of Data whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of Data
 - iii) unauthorised transmission of Data to any third parties
 - iv) Damage arising out of any misinterpretation use or misuse of Data
 - v) Damage arising out of any operator error in respect of Data

- b) to the Property insured arising directly or indirectly from
 - i) the transmission or impact of any virus
 - ii) unauthorised access to a System
 - iii) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) Failure of a System
 - v) anything described in a) above

but in respect of b) i) b) ii) b) iii) and b) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

- 11 for Damage occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- a) influence any government or any international governmental organisation or
- b) put the public or any section of the public in fear

In any action suit or other proceedings where the Insurers allege that by reason of this Exception any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

- 12 for Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by
- a) pollution or contamination which itself results from any cover not excluded from Section 2 Property
 - b) any cover not excluded from Section 2 Property which itself results from pollution or contamination
- 13 for Damage due to theft or attempted theft of the Vehicle while it is left unattended and unlocked with the Vehicle Keys in or on the Vehicle

Section 3 – Business Interruption

This Section is only operative if shown as such in the Schedule

Definitions

The following notes refer to the Definitions stated below

Notes

- a) To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax
- b) For the purpose of these Definitions any adjustment implemented in Current Cost Accounting shall be disregarded

Estimated Gross Profit

Shall mean the amount declared by the Policyholder as representing not less than the Gross Profit which is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance

Gross Profit

Shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and the work in progress and the amount of the Uninsured Variable Costs

The following notes refer to the Gross Profit Definition

- a) The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the normal accountancy methods used by the Policyholder due provision being made for depreciation
- b) The Uninsured Variable Costs shall have the meaning usually attached to them in the accounts of the Policyholder

Indemnity Period

Shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected in consequence of the Damage but not exceeding the Maximum Indemnity Period

Insurable Amount

Shall mean the Gross Profit which would have been earned in the 12 months immediately before the date of the Damage to which adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the adjusted figures represent as nearly as reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Maximum Indemnity Period

As shown in the Schedule

Outstanding Debit Balances

The Sums outstanding in the records of the Policyholder of the individual amounts owed to the Policyholder by customers

Rate of Gross Profit

Shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage to which adjustments shall be made as necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the adjusted figures represent as nearly as reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Standard Turnover

Shall mean the Turnover during the period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period to which adjustments shall be made as necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the adjusted figures represent as nearly as reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Turnover

Shall mean the money paid or payable to the Policyholder for goods sold and delivered and for services rendered in the course of the Business at the Premises

Uninsured Variable Costs

Shall mean

- a) Purchases and unrelated discounts
- b) Bad debts

unless otherwise stated in the Schedule

A Cover

If the Business at the Premises is interrupted because of Damage by a cause not excluded in Section 2 – Property to any building or other property used by the Policyholder at the address shown in the Schedule the Insurers will pay for the trading loss during the period beginning with the occurrence of Damage and ending not later than the Maximum Indemnity Period shown in the Schedule thereafter during which the results of the Business shall be affected by the Damage in accordance with paragraph D Claims Settlement of this Section

Provided that when the Damage occurs there is insurance in force covering the interest of the Policyholder in the building or other property at the Premises against such Damage under which

- a) payment has been made or liability admitted or
- b) liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

Payment on Account

Payments on Account may be made during the Indemnity Period

Limit of Liability

The maximum liability of the Insurers in respect of Gross Profit shall not exceed the sum insured shown in the Schedule for Estimated Gross Profit

B Additional Cover

Outstanding Debit Balances

If the Policyholder's records of Outstanding Debit Balances sustain Damage within the Territorial Limits by a cause not excluded in Section 2 - Property preventing the Policyholder from tracing or establishing the Outstanding Debit Balances the Insurers will indemnify the Policyholder in accordance with paragraph D Claims Settlement of this Section subject to the limit shown in the Schedule and Outstanding Debit Balances of Paragraph C Special Conditions

Prevention of Access

The cover provided by this Section extends to include interruption of the Business as a result of Damage to property in the vicinity of the Premises by a cause not excluded in Section 2 - Property which hinders or prevents access to the Premises

Provided that

- a) Damage which prevents or hinders the supply of electricity gas water or telecommunications services is excluded and
- b) the maximum liability of the Insurers is £1,000,000 or the Sum Insured for Estimated Gross Profit shown in the Schedule whichever is the less

Disease Infestation and Defective Sanitation

The cover provided by this Section extends to include closure of the Premises or part thereof on the order or advice of any local or government authority as a result of an outbreak or occurrence at the Premises of

- a) any human contagious or infectious disease other than Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition, an outbreak of which is required by law or the Local or Government authority has stipulated shall be notified to them
- b) Food or drink poisoning
- c) Vermin or pests
- d) Defective sanitation
- e) Murder or suicide

Provided that

- i) the Maximum Indemnity period is limited to 3 months and shall apply from the date from which the closure order is enforced and
- ii) the maximum liability of the Insurers is £1,000,000 or the Sum Insured for Estimated Gross Profit shown in the Schedule whichever is the less

Suppliers Extension

The cover provided by this Section extends to include loss resulting from interruption of or interference with the Business in consequence of Damage to property at the undernoted situations

- a) the premises of any motor vehicle manufacturer and any manufacturer supplying them with components or materials all situate in Great Britain Northern Ireland and Isle of Man and the Channel Islands or in any other member country of the European Community 25%
- b) the premises of any Company from which the Policyholder obtains regular supplies of motor fuel all situate in Great Britain Northern Ireland the Isle of Man and the Channel Islands 12.5%
- c) the premises at which new Vehicles are stored not in the occupation of the Policyholder all situate in Great Britain Northern Ireland the Isle of Man and the Channel Islands 10%

Provided that the liability of the Insurers under this extension shall not exceed the above percentages of the Sum Insured for Estimated Gross Profit shown in the Schedule or £1,000,000 whichever is less

C Special Conditions

Renewal

Prior to each renewal the Policyholder shall provide the Insurers with the Estimated Gross Profit

If the Maximum Indemnity Period exceeds 12 months the Insurers will increase the declared amount proportionately

Outstanding Debit Balances

Every 3 months the Policyholder shall record the current total of the Outstanding Debit Balances and keep such record in a place other than the Premises

D Claims Settlement

Following Damage by a cause not excluded in Section 2 Property the Insurers will pay

- a) In respect of reduction in Turnover
 - the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Damage
- b) In respect of increased cost of working
 - the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period in consequence of the Damage but not exceeding the total of
 - i) the sum produced by applying the rate of Gross Profit to the amount of the reduction thereby avoided
 - plus
 - ii) 5% of the sum insured by the item but not exceeding £250,000
- c) The Insurers will pay the reasonable charges payable by the Policyholder to their professional accountants or auditors for producing information required by the Insurers under the terms of the Claims Conditions and for reporting that such information is in accordance with the accounts of the Policyholder
- d) In respect of Outstanding Debit Balances
 - i) the amount by which the Outstanding Debit Balances traced or received following the Damage shall fall short of the Outstanding Debit Balances before the Damage occurred

to which adjustments shall be made to allow for the trend and variations in the Business and for other circumstances affecting the amount of the Outstanding Debit Balances so that the adjusted figures shall represent as nearly as may be reasonably practicable those which would have been obtained if the damage had not occurred

- ii) for additional expenditure incurred with the previous consent of the Insurers in tracing and establishing the Outstanding Debit Balances

Underinsurance

- a) In respect of Estimated Gross Profit

If at the time of the Damage the Sum Insured specified in the Schedule is less than the Insurable Amount the amount payable shall be proportionally reduced

- b) In respect of Outstanding Debit Balances

If at the time of Damage the Sum Insured specified in the Schedule is less than 75% of the total of the Outstanding Debit Balances the amount payable shall be proportionately reduced

Reinstatement after loss

In the event of loss the Estimated Gross Profit Sum Insured in the Schedule will be automatically reinstated by the amount of the loss provided that

- a) the Policyholder pays the appropriate additional premium for such reinstatement
- b) in respect of interruption of or interference with the Business because of Damage by theft of attempted theft the automatic reinstatement of the Sum Insured shall apply on the first occasion only in any Period of Insurance

Special Provisions

Alternative Trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on behalf of the Policyholder the money paid or payable in respect of such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period

Savings

If any of the charges or expenses of the Business payable out of Gross Profit cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable

E Exclusions

The Insurers shall not be liable under this Section for loss resulting from

1 Electronic Risk

- a) Damage to Data which shall include but shall not be limited to
- i) Damage to or corruption of Data whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of Data
 - iii) unauthorised transmission of Data to any third parties
 - iv) Damage arising out of any misinterpretation use or misuse of Data
 - v) Damage arising out of any operator error in respect of Data
- b) Damage to the Property insured arising directly or indirectly from
- i) the transmission or impact of any virus
 - ii) unauthorised access to a System
 - iii) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) failure of a System
 - v) anything described in a) above

but in respect of b) i) b) ii) b) iii) and b) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

2 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person of group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- i) influence any government or any international governmental organisation or
- ii) put the public or any section of the public in fear

In any action suit or other proceedings where the Insurers allege that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

3 Pollution and Contamination

Damage caused by pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

- a) pollution or contamination which itself results from any cover not excluded from Section 2 Property
- b) any cover not excluded from Section 2 Property which itself results from pollution or contamination

Section 4A – Money

This Section is only operative if shown as such in the Schedule

A Cover

This Section covers Damage to Money and Property as described in Items 1 to 5 by any cause while within the Territorial Limits provided that

- a) in respect of Item 3 the Damage is due to robbery or attempt thereat
- b) in respect of Item 5 the Damage is due to theft or attempt thereat
- c) the liability of the Insurers in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

B Limit of Liability

Item	Description	Limit of Liability any one loss
1	Money (other than 2 below)	
a)	i) in the Premises or at any of the contract sites of the Policyholder during working hours between 8.00am and 8.00pm or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk	£10,000
	ii) in the Premises during working hours between 8.00pm and 8.00am while in the custody or control of the Policyholder a director or partner of the Policyholder or an Employee not contained in a locked safe or strong room	£250
b)	in the Premises out of working hours	
	i) in specified locked safes or strong rooms	As shown in the Schedule
	ii) in all other locked safes or strong rooms	£1,000
	iii) not in a locked safe or strong room	£250
c)	in the residence of the Policyholder or of directors or partners of the Policyholder or Employees	
	i) while in a locked safe or while an adult is in the residence	£500
	ii) otherwise	£250
2	Money as described in Definitions – Money b)	£250,000
3	Clothing and personal effects (not exceeding £25 per person in personal money) belonging to the Policyholder or any of the directors partners or Employees of the Policyholder while engaged in the business	£500 per person
4	Stamped or impressed National Insurance Cards	Unlimited
5	Any postal franking machine safe strong room or any container or waistcoat used for the carriage of money belonging to the Policyholder or for which the Policyholder is responsible	Unlimited

C Exclusions

The Insurers shall not be liable under this Section for

- 1 loss due to error or omission
- 2 Damage arising from the dishonesty of any director or partner of the Policyholder or any Employee
 - a) unless such Damage is discovered within seven working days of its occurrence
 - b) insured under a Fidelity Guarantee policy except in respect of any excess beyond the amount which would have been payable under such policy had this insurance not been affected
- 3 Damage resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the Premises while closed for business

- 4 loss from any unattended Vehicle
- 5 loss due to the use of counterfeit Money
- 6 loss or Damage not within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- 7 Damage to Money whilst in the custody or control of any security company
- 8 a) Damage to Data which shall include but shall not be limited to
 - i) Damage to or corruption of Data whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of Data
 - iii) unauthorised transmission of Data to any third parties
 - iv) Damage arising out of any misinterpretation use or misuse of Data
 - v) Damage arising out of any operator error in respect of Data
- b) Damage to Money arising directly or indirectly from
 - i) the transmission or impact of any virus
 - ii) unauthorised access to a System
 - iii) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) Failure of a System
 - v) anything described in a) above

but in respect of b) i) b) ii) b) iii) and b) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

D Special Condition

The Limit of Liability under sub-Section B 1 a) i) of this Section shall be restricted to £2,500 unless such Money is in the custody of at least two able bodied persons

Section 4B – Wrongful Conversion

This Section is only operative if shown as such in the Schedule

A Cover

Provided the Policyholder has acted in good faith and with reasonable care the Insurers will indemnify the Policyholder in respect of legal liability sustained by the Policyholder in connection with any Vehicle purchased during the Period of Insurance by the Policyholder in respect of which

- a) the true owner has made a claim for the return of the Vehicle or its value
- b) the person to whom the Policyholder has purported to sell the Vehicle has made a claim for damages for breach of implied warranty of title

subject to the Policyholder having obtained written report or report reference number from HPI Limited or Experian Limited prior to the claim to confirm that the Vehicle is not subject to a Hire Purchase interest or Contract Hire Agreement

B Limit of Liability

The liability of the Insurers shall not exceed the Limit of Liability stated in the Schedule in respect of any one claim and in the aggregate during any one Period of Insurance

C Claims Settlement

Notice of any claim or potential claim must be given to the Insurers within a period of 12 months from the date on which the Vehicle was purchased by the Policyholder

Section 4C – Personal Accident (Assault)

This Section is only operative if shown as such in the Schedule

Definitions

Bodily Injury

Accidental bodily injury drowning gassing poisoning or exposure of any Insured Person to the elements resulting in Death or Disablement but does not include

- a) sickness and disease unless resulting from a mishap
- b) pregnancy or childbirth or other naturally occurring conditions
- c) committing suicide or attempting to commit suicide or as a result of self inflicted injury

Insured Person

- a) the Policyholder or any director or partner of the Policyholder or any Employee or
- b) any person to whom the Policyholder has entrusted Money other than an employee of a professional security company or organisation

A Cover

If an Insured Person suffers Bodily Injury as described below as a direct result of robbery or attempted robbery in the course of the Business the Insurers will pay the relevant sum specified below

- | | | |
|---|---|---------------|
| 1 | Bodily Injury which with 24 months from its occurrence is the sole and direct cause of | £10,000 |
| | a) death or | |
| | b) loss of one or more limbs by physical separation at or above the wrist or ankle or | |
| | c) permanent and total loss of use of one or both hands or feet or | |
| | d) total and irrecoverable loss of sight in one or both eyes | |
| 2 | Bodily Injury not resulting in loss of limbs or sight as defined in 1 above which is the sole and direct cause of the Insured Person being permanently totally disabled and prevented from attending to any business or occupation with proof satisfactory to the Insurers that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the life of the Insured Person | £10,000 |
| 3 | Bodily Injury which is the sole and direct cause of the Insured Person being temporarily totally disabled and prevented from attending to his occupation Compensation for the period of such disablement but not exceeding 104 weeks | £100 per week |

Provided that

- a) the Insurers shall be liable to make only one payment under 1 and 2 in respect of any one Insured Person resulting from an accident
- b) weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Policyholder at intervals of not less than four weeks
- c) the Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers expense and as often as they require
- d) the total compensation payable by the Insurers in respect of any of the Benefits shown in the Schedule irrespective of the number of Insured Persons having a claim under this Section in respect of such Benefits shall not exceed the total of the Benefits stated in the Schedule

For the purpose of any stated Benefits all parties under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract namely the Insurers and the Policyholder both as defined herein

Section 5 – Personal Accident Insurance

This Section is only operative if shown as such in the Schedule

Special Definitions Applicable to this Section

Accident

Shall mean a sudden unexpected unforeseen and identifiable incident

Accidents of Occupation Only

Shall mean whilst the Insured Person is engaged in their occupational duties in the Business including at any time while travelling with the express permission of the Policyholder excluding Commuting

Whilst travelling this cover operates from the departure of the Insured Person from residence or place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

Aircraft Accumulation

Shall mean all Insured Persons travelling in any aircraft or airship

Benefits

One Unit of Cover shall mean:

1	Death	£10,000
2	Loss of two or more Limbs or Loss of both Eyes or one of each	£10,000
3	a) Loss of one Limb or Loss of one Eye	£10,000
	b) Permanent total loss of speech	£10,000
	c) Permanent total loss of hearing	
	i) in both ears	£10,000
	ii) in one ear	£ 2,500
4	Permanent Total Disablement from gainful employment of any and every kind	£10,000
5	Temporary Total Disablement from the Insured Person's usual occupation in the Business	£100 or 100% of Weekly Wage whichever is the lesser per week
6	Temporary Partial Disablement i.e. disablement from at least 50% of the Insured Person's usual occupation in the Business	£ 50 or 50% of Weekly Wage whichever is the lesser per week
7	Medical Expenses	up to 15% of any amount paid under Benefits 5 and 6

Business

Shall mean the Business description as detailed in Section 1 and Section 2 of the Schedule

Commuting

Shall mean whilst in the course of daily travel directly between residence (normal or temporary) and normal place of Business

Disablement

Shall mean Benefits 2 to 6

Hospital

Shall mean any institution which meets fully every one of the following criteria

- a) maintains permanent and full time facilities for the care of overnight resident patients and
- b) has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and

- c) continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- d) is not other than incidentally an institution which provides full time facilities for
 - i) mentally ill or mentally handicapped persons
 - ii) nursing or convalescing
 - iii) aged persons of 70 years or more
 - iv) drug addicts
 - v) alcoholics

Incident

Shall mean all individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

Insured Person

Shall mean any person or category of persons as detailed in the Schedule and who is resident in Great Britain Northern Ireland Isle of Man Channel Islands and Republic of Ireland

Loss of Eye

Shall mean permanent and total loss of sight which will be considered as having occurred

- a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

Loss of Limb

Shall mean

- a) in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- b) in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Medical Expenses

Shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

Medical Practitioner

Shall mean any legally qualified medical practitioner other than

- a) an Insured Person
- b) a member of the immediate family of an Insured Person
- c) the Policyholder or any Employee or working director or partner of the Policyholder

Operative Time

Shall mean at any time within the Period of Insurance unless Accidents of Occupation Only is shown in the Schedule

Terrorism

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Weekly Wage

Shall mean the gross weekly wage (excluding payments for overtime commission or bonus) payable by the Policyholder to the Insured Person at the date bodily injury following an Accident is sustained

Winter Sports

Shall mean

- a) outdoor ice-skating
- b) skiing excluding off-piste unless on recognised and authorised areas only
- c) snowboarding excluding off-piste unless on recognised and authorised areas only
- d) tobogganing

A Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement or the incurring of Medical Expenses the Insurers will pay to the Policyholder the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed below

Maximum Incident Limit

The liability of the Insurers under this Section of the Policy in respect of any one Incident shall not exceed the Maximum Incident Limit of £25,000,000 subject to the following inner limits

- a) Aircraft Accumulation Limit – multi engined aircraft £ 1,000,000
- b) Aircraft Accumulation Limit – single engine aircraft or airship £ 250,000

B Exclusions

The Insurers will not pay any claim

- 1 after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years

The Insurers will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

- 2 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 3 the Insured Person engaging in flying of any kind other than as a passenger
- 4 War in the Insured Person's normal country of residence
- 5 War or Terrorism
- 6 illness or disease (not resulting from bodily injury following an Accident)
- 7 any naturally occurring condition or degenerative process
- 8 any gradually operating cause
- 9 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- 10 radioactive contamination whether arising directly or indirectly

C Special Claims Settlement Conditions

Assignment

The Insurers will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

Benefits

- a) The Insurers will not pay in respect of any one Insured Person more than one of Benefits 1 to 4 in connection with the same Accident
- b) The Insurers will pay any amount claimed for Benefit 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident
Any payment under Benefit 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4
- c) Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Insurers to be permanent and without expectation of recovery before the Insurers will pay the Benefit

- d) If Benefit 3 is claimed for permanent total loss of hearing in one ear the Insurers will not pay more than 25% of the amount which would have been payable had the claim been for permanent total loss of hearing in both ears
- e) The Insurers will not pay in respect of any one Insured Person Benefits 5 and 6 concurrently in the same period
- f) The Insurers will pay any amount claimed for Benefit 5 or 6 for a maximum period of 104 weeks not necessarily consecutive from the commencement of the Disablement.
- g) Benefits 5 and 6 are not payable for the first 14 days of any period of disablement

Reduction of Benefit

Any Benefit payable will be reduced by the percentage shown below in the event of bodily injury following an Accident sustained while the Insured Person is engaged in:

Aqualung diving, association football, horse-riding or water-skiing	25%
Motor cycling, rugby football (union or league), Winter Sports	50%

Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Policyholder that if the belief is subsequently found to be wrong such amount shall be refunded to the Insurers

Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Insurers will consider that as having been caused by bodily injury following an Accident

Evidence Required

The Policyholder must produce for the Insurers at the Policyholder's own expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expenses If the Insurers considers it necessary each Insured Person must also agree to have a medical examination (which the Insurers will pay for) as often as the Insurers may require in connection with any claim

Interest

Interest will not be added to any amount paid

Other Interests

The receipt of the Policyholder shall discharge the liability of the Insurers to pay any amount in respect of a claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Insurers If the Policyholder comprises more than one party having an interest in the Insured Person the settlement made by the Insurers shall represent the total amount payable in respect of that Insured Person for all interests covered by this Policy

Third Party Contract Rights

No person other than the Policyholder or the Insurers may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

Section 6 – Employers’ Liability

This Section is only operative if shown as such in the Schedule

The insurance provided by Section 6 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Insurers or with the written consent of the Insurers) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Cover

The Insurers will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - or
 - b) while temporarily outside these territoriesarising out of and in the course of employment by the Policyholder in the Business
- 2 against legal liability for claimant’s costs and expenses in connection with 1 above
- 3 in respect of
 - a) costs of legal representation at
 - i) any coroner’s inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injurywhich may be the subject of indemnity under this Section
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the written consent of the Insurers

General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Endorsement(s)) shall not exceed the Limit of Indemnity
- 2 the Insurers may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurers the claims arising out of such Event can be settled The Insurers will then relinquish control of such claims and be under no further liability in respect thereof
- 3 the total amount payable by the Insurers in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder both as defined herein

Exclusions to Section 6

The indemnity will not apply to legal liability

Road Traffic Legislation

In respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation

Offshore

Injury arising in connection with work on offshore installations or transit thereto and therefrom

Section 7– Public Liability

This Section is only operative if shown as such in the Schedule

Cover

The Insurers will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - a) accidental Injury of any person
 - b) accidental loss of or damage to property excluding Data
 - c) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omissionhappening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - a) costs of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above which may be the subject of indemnity under this Section
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the written consent of the Insurers

General Provisions

Provided that in respect of

- a) any one Event
- b) all Events happening during any Period of Insurance in respect of products supplied
- c) all incidents considered by the Insurers to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Insurers in respect of 1 above and all Extensions Additional Clauses and Endorsement(s) shall not exceed the Limit of Indemnity
- 2 the Excess in respect of damages and claimant's costs and expenses will be payable before the Insurers shall be liable to make any payment
- 3 the Insurers may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Insurers the claims arising out of such Event can be settled The Insurers will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurers may be responsible prior to the date of such payment
- 4 where the Insurers are liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5 the total amount payable by the Insurers in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

The total amount payable by the Insurers in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder both as defined herein

Compensation for loss of use - Customer's Vehicle

Following Damage by a cause not excluded under Section 2 Property to a Customer's Vehicle for which the Insurers have admitted liability under Section 2 Property the Insurers will indemnify the Policyholder in respect of his legal liability to pay for loss of use of such Customer's Vehicle

Standard Extensions to Section 7 (each of which is subject otherwise to the terms of this Policy)

Merchantable Quality

The Insurers will provide indemnity to the Policyholder in respect of legal liability for financial loss incurred by any retail purchaser arising from the sale, supply, Repair, Service or Maintenance of any product in connection with the Business where the product is not

- a) of merchantable quality or
- b) fit for the purpose for which it was provided

provided that the Insurers shall not be liable for

- i) the first £250 or 10% of the cost of any one claim whichever is the greater
- ii) the cost of repairing, reinstating, replacing, rectifying, recalling the product or making any refund of payment received for any product
- iii) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement
- iv) any amount in excess of £250,000 for all claims in total during one period of insurance
- v) any financial loss arising from or in connection with Injury or damage to Property and Vehicles
- vi) any financial loss arising out of any act of fraud or dishonesty by the Policyholder or director or partner of the Policyholder
- vii) any financial loss arising out of any deliberate act or omission by the Policyholder or director or partner of the Policyholder
- viii) arising out of any defamation injurious falsehood passing off or infringement of any Intellectual Property Rights
- ix) arising out of any breach or alleged breach of competition or anti-trust laws
- x) for financial loss arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities
- xi) to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- xii) arising out of or in connection with any delays strikes or labour disturbances
- xiii) arising directly or indirectly from or out of
 - a) the transmission or impact of any Virus
 - b) any unauthorised access to a System
 - c) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - d) Failure of a System
 - e) damage to Data including but not limited to any
 - 1) loss of destruction or corruption of Data whether in whole or in part
 - 2) unauthorised appropriation use access to or modification of Data
 - 3) unauthorised transmission of Data to any third party
 - 4) misinterpretation use or misuse of Data
 - 5) operator error
- xiv) of whatsoever nature directly or indirectly resulting from Employment-Related Practices

Cross Liabilities

If the Policyholder comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Insurers will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- a) any director or partner of the Policyholder £500
- b) any Employee £250

Contingent Motor Liability

Notwithstanding Exclusion 1a) the Insurers will provide indemnity to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising while such vehicle is being driven by the Policyholder
- c) in respect of which the Policyholder is entitled to indemnity under any other insurance
- d) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

Overseas Personal Liability

The Insurers will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance

Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Insurers will also provide an indemnity to the Policyholder and if the Policyholder so requests any Person Employed or director or partner of the Policyholder against legal liability to pay damages and claimants' costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Policyholder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying or erasing any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- d) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
- e) legal liability where indemnity is provided by any other insurance

Customer Loads

The Insurers will indemnify the Policyholder against legal liability for damages to the Commercial Loads of Customers' Vehicles whilst in the custody or control of the Policyholder

The maximum the Insurers will pay in respect of any one event is £250,000

D Exclusions

The indemnity will not apply to legal liability

Mechanical vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

- a) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of such vehicle
 - in or on the Premises or
 - on land belonging to or in the occupation of the Policyholder other than the private residence of the Policyholder or
 - at any other place at which the Policyholder is engaged in the Business including storage
 - iii) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- b) aircraft or other aerial device
- c) aerospace device
- d) hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

Property and Vehicles in the Custody or Control of the Policyholder

for or arising from loss of or damage to any Property or Vehicle which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

- a) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- b) Premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
- c) Premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such Premises and their fixtures and fittings

Product Defects and Recall

- a) in respect of loss of or damage to any
 - i) product supplied
 - ii) contract work executed

by the Policyholder caused by any defect therein or the unsuitability thereof for its intended purpose
- b) for the costs of withdrawal recall disposal removal repair adjustment alteration cleaning reconditioning replacement or reinstatement of any
 - i) product supplied
 - ii) contract work executed

by the Policyholder necessitated by any defect therein or the unsuitability thereof for its intended purpose or from financial loss consequent upon the necessity for such withdrawal recall disposal removal repair adjustment alteration cleaning reconditioning replacement and reinstatement by the Policyholder

Fines or Penalties

for

- a) fines or penalties
- b) compensation ordered or awarded by a Court of Criminal Jurisdiction
- c) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

Pollution or Contamination

caused by or arising out of Pollution or Contamination unless the Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all Pollution or Contamination which arises out of one incident shall be considered by the Insurers for the purposes of this Policy to have occurred at the time such incident takes place

Professional Risks

arising from or in connection with

- a) advice
- b) design
- c) specification

provided for a fee

Contractual Liability

arising from or in connection with any

- i) product supplied
- ii) contract work executed

by the Policyholder where such legal liability has been accepted by agreement (including express guarantee warranty condition or indemnity given or accepted by the Policyholder) except to the extent that such liability would have attached in the absence of such agreement

Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Work on behalf of the Policyholder

arising from or in connection with any work undertaken on behalf of the Policyholder other than by any director or partner of the Policyholder or by any Person Employed

Motor Sports

Destruction or damage loss injury or liability arising out of work involving or in connection with the participation in, or participation in practice for, motor sports determined by time or speed, or arising at any part of any premises where such motor sports or practice for them is taking place and which only competitors, members of their support team, organisers, marshals and other authorised persons are allowed access

Wrongful Conversion

arising from a loss in connection with any vehicle purchased by the Policyholder in respect of which the

- a) true owner has substantiated a valid claim for the return of the vehicle or its value
- b) person to whom the Policyholder has purported to sell the vehicle has substantiated a valid claim for damages for breach of implied warranty of title

Legal Defence Costs

This Section applies as follows

- a) Part A applies when Section 6 - Employers Liability is shown as operative in the Schedule
- b) Part B 1 applies when Section 7 - Public Liability is shown as operative in the Schedule
- c) Part B 2 applies when a Limit of Indemnity is shown against Limit C - Products Liability in Section 7 - Public Liability

The Insurers will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Indemnity in respect of

- a) legal costs and other expenses incurred with the written consent of the Insurer
- b) costs awarded against the Policyholder or any director or partner of the Policyholder or any Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **Part B** below

Part A

In respect of a breach of

the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any director or partner of the Policyholder or any Person Employed

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a director or partner of the Policyholder or a Person Employed
- 2 Part II of the Consumer Protection Act 1987

Limits of indemnity

	Limit of Indemnity
Part A	
The total amount payable by the Insurers in respect of all costs and expenses arising out of all claims during any Period of Insurance	£250,000
Part B	
The total amount payable by the Insurers in respect of all costs and expenses arising out of all claims during any Period of Insurance	£250,000

General Provisions

Provided that in respect of Part A and Part B

- 1 the indemnity will not apply
 - a) to fines or penalties of any kind
 - b) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - c) where Injury of any person or loss of or damage to Property has occurred
 - d) where indemnity is provided by any other insurance
 - e) to proceedings consequent upon any deliberate act or omission by
 - i) the Policyholder
 - ii) any director or partner of the Policyholder

- iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
 - f) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the Insurers may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurers the claims arising can be settled but including any amount for which the Insurers may be responsible prior to the date of such payment The Insurers will then relinquish control of such claims and be under no further liability in respect thereof
 - 3 where the Insurers are liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Insurers shall pass notification to an independent third party service provider with whom the Insurers has an agreement which shall thereafter administer claims settlement on behalf of the Insurers

Section 8 – Uninsured Loss Recovery

This Section is only operative if shown as such in the Schedule

A claim under this Section will be administered by a third party service provider approved by the Insurers

Definitions

Insured Event

- a) Loss of or damage to the Vehicle
- b) Loss of or damage to personal possessions in or on the Vehicle which are the property of the Insured Person or for which personal possessions the Insured Person is legally responsible
- c) Death disease or illness of or bodily injury to the Insured Person who is in or on or boarding or alighting from the Vehicle caused by impact of that Vehicle provided that such impact occurs within the Period of Insurance and within the Territorial Limits

Insured Person

- a) The Policyholder
- b) The driver of the Vehicle
- c) The Passenger

Legal Expenses

Legal fees costs and disbursements reasonably and properly due to or incurred by the Policyholder its employees or agents or the Legal Representative to the extent that such are or would be allowed on a taxation of costs on the standard basis determined in accordance with Order 62 Rule 12 of the Rules of the Supreme Court 1965 (or any amendment or reenactment thereof)

Legal Representative

The solicitor barrister or other suitably qualified person appointed to act for the Insured Person under C Claims Conditions - Representation

Limit of Liability

£50,000 in respect of the aggregate of Legal Expenses and Opponent's Costs relating to all Insured Events attributable to any one cause

Opponent's Costs

Costs in civil proceedings awarded against the Insured Person by the court or for which the Insured Person becomes liable upon filing notice of discontinuance of the proceedings or pursuant to settlement

Passenger

Any person being carried in or on the Vehicle

Territorial Limits

Great Britain Northern Ireland the Isle of Man the Channel Islands Andorra Austria Belgium Denmark Republic of Ireland Finland France Germany Gibraltar Greece Iceland Italy Liechtenstein Luxembourg Monaco the Netherlands Norway Portugal San Marino Spain Sweden Switzerland and Turkey (west of the Bosphorus)

A Cover

The Insurers will at its sole expense upon receipt of the claim of the Insured Person

- a) pursue on behalf of and for the benefit of that Insured Person his legal rights of recovery from any third party of pecuniary loss and costs arising from any Insured Event other than such loss or cost for which that Insured Person is entitled to indemnity under any Section of this Policy
- b) initiate conduct or represent such Insured Person in any legal proceedings reasonably necessitated for the purposes of a) above and in relation to an appeal or defence of an appeal against the judgement of a relevant Court in such proceedings provided always that such proceedings are within the jurisdiction of a Court within the Territorial Limits
- c) pay on behalf of such Insured Person such irrecoverable Legal Expenses and Opponent's Costs as arise in relation to a) and b) above

subject to the Limit of Liability and the terms conditions and limitations of the Section

B Exceptions

The Insurers shall not be liable in respect of any claim arising from or relating to

- 1 any use of the Vehicle in any circumstance where the driver is not entitled to indemnity under Section 1 of this Policy
- 2 an Insured Event not reported to the Insurers as soon as reasonably possible
- 3 loss or costs suffered by the Insured Person to the extent of any claim against the driver of the Vehicle or the Passenger in such capacity
- 4 loss or costs suffered by the Passenger unless such claim is made by or with the written consent of the Policyholder
- 5 any act or omission of the Insured Person which he knew to be wrongful or which he committed or attempted in reckless disregard of its outcome
- 6 Legal Expenses incurred by the Insured Person without the Insurers' written consent
- 7 the Vehicle not being in a good mechanical roadworthy and safe condition
- 8 loss costs Legal Expenses or Opponent's Costs which are or would be but for this Policy indemnifiable by any other person

C Claims Conditions

The following replace the Claims Conditions otherwise applicable to this Policy

Notification

The Insured Person shall as soon as reasonably possible give to the Insurers notice of any Insured Event which has given or may give rise to a claim by that Insured Person

Consent

The Insurers shall have no liability under this Section unless and until it has provided its written consent to a claim upon being satisfied that the Insured Person has correctly identified the third party and has reasonable grounds for pursuing his legal rights with reasonable prospects of success The decision to grant Consent will take into account the opinion of the Insured Person's Legal Representative if any

Withdrawal of Consent

The Insurers shall be entitled to withdraw consent forthwith upon becoming aware of any of the following

- a) that the grounds for pursuit or continuing pursuit and the prospects of success are no longer reasonable
- b) that the Insured Person is taking or refraining from any action in relation to the conduct of his claim without the consent of the Insurers or contrary to that reasonably required by the Insurers or the Legal Representative whether under C Claims Condition - Control of Claim or otherwise
- c) that the Legal Representative has ceased to act in relation to the claim of the Insured Person whether at the request of that Insured Person or otherwise

Provided always that the Insurers shall remain liable for such Legal Expenses and Opponent's Costs as have been incurred up to the date of such withdrawal of consent

Withdrawal by the Insured Person

If for any reason the Insured Person withdraws from his claim without the specific consent of the Insurers such Legal Expenses and Opponent's Costs as have been incurred up to the date of such withdrawal and which the Insurers reasonably consider obliged to pay as a consequence of such withdrawal will forthwith become the liability of that Insured Person and recoverable from him by the Insurers

Representation

- a) If in relation to the conduct of a claim or any related legal proceedings it is necessary for the Insured Person to be represented by a solicitor barrister or other appropriately qualified person that Insured Person has the right to nominate a Legal Representative
- b) If the Insured Person so requests the Insurers will nominate the Legal Representative
- c) The Insurers will appoint the Legal Representative so nominated upon the Insurers standard terms to act in the name of and on behalf of the Insured Person
- d) The Insured Person must not agree charges without the consent of the Insurers

Control of Claim

- a) The Insured Person must provide promptly to the Legal Representative if any or otherwise to the Insurers all information documents and assistance relating to his claim and must cooperate fully in the pursuit of his claim including any legal proceedings
- b) The Insurers are entitled to be kept fully informed of the progress of a claim or legal proceedings and the Insured Person shall give whatever instructions to the Legal Representative as are necessary to ensure this provided always the Legal Representative shall not be obliged to provide to the Insurers anything relating to the conduct of legal proceedings which is or might be prejudicial to the interests of that Insured Person
- c) The Insured Person must inform the Insurers immediately on receiving an offer to settle the claim or legal proceedings or an offer of payment into court The Insurers shall be entitled to
 - i) withdraw its consent to the claim forthwith in accordance with C Claims Conditions - Withdrawal of Consent if in the opinion of the Insurers the Insured Person unreasonably withholds agreement to such settlement
 - ii) regard the Insured Person as withdrawing from his claim in accordance with C Claims Conditions - Withdrawal by the Insured Person if that Insured Person agrees to such settlement upon terms which in the opinion of the Insurers unreasonably preclude or restrict the recovery of Legal Expenses and involve a liability to Opponent's Costs

Payment of Legal Expenses

- a) The Insured Person shall not without the written consent of the Insurers enter into any agreement with the Legal Representative as to the Legal Expenses to be incurred or paid from time to time
- b) The Insured Person must forward to the Insurers immediately upon receipt all bills or requests for payment received from the Legal Representative If so requested by the Insurers the Insured Person shall certify any such bills for Legal Expenses to the effect that these have been properly incurred or shall require the Legal Representative to submit any such bills for Legal Expenses and demands for Opponent's Costs for taxation or certification by the appropriate court or Law Society

D General Conditions

Severability

Each and every reference in this Section to the Insured Person or Vehicle shall unless the context otherwise requires be construed in relation to a particular Insured Event loss claim or legal proceedings as a reference to the specific person(s) or Vehicle(s) involved in that Insured Event loss claim or legal proceedings

Mitigation of Loss

The Insured Person must take all reasonable measures to avoid or minimise the cost of any loss or legal proceedings which is or might be the subject of a claim under this Section and shall account forthwith to the Insurers for any Legal Expenses recovered from any third party

Validity of Claims

If the Insured Person shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise the Insurers shall not be liable in respect of that claim or any other claim of that Insured Person relating to any Insured Event attributable to the same cause

Notice

Notice under this Section shall be deemed duly given to the Insured Person if sent by post to the last known address of the Policyholder as specified in the Schedule

Arbitration

The Insured Person shall be entitled to refer to arbitration any dispute he has with the Insurers concerning this Section Such matter for arbitration shall be referred to a single arbitrator who shall be either a solicitor or a barrister as agreed upon by the parties or failing such agreement one who is nominated by the President for the time being of the Law Society The decision of the arbitrator shall be final and binding on the Insured Person and the Insurers All costs of the arbitration shall be met in full by the party against whom the decision is made If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

Endorsements

The Policy Schedule will show the Endorsements applicable

Endorsement 1 - Minimum Standards of Security

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

- a) The final exit door of the Premises must be secured with one of the following
 - i) for timber or steel framed doors a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621
 - ii) for aluminium or UPVC framed doors a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points
 - iii) irrespective of the door construction a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturers corresponding locking bar
- b) All external doors and all internal doors giving access to any part of the building not occupied by the Policyholder for the purpose of the Business must be secured with either
 - i) any of the locking arrangements specified in a) above according to the construction of the doors or
 - ii) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door
- c) Where any of the doors described in a) or b) above are of double leaf construction
the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door

AND

the final closing leaf must be secured with either
 - i) any of the locking arrangements specified in a) above according to the construction of the doors or
 - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door
- d) All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security

Readily accessible windows/skylights are those that can be reached via balconies, down pipes, external staircases, fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs or next door premises

This requirement does not apply to windows/skylights that are protected by solid steel bars grilles locked gates or shutters

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured whenever the Business Premises are unoccupied by means of a device suitable for use in emergency escape situations

Portable Electronic Office Equipment

Each item of electronic office equipment designed for mobile or portable use with a replacement value over £100 must whenever the Premises are left unattended be secured in locked cupboards cabinets or security containers the keys to which have been removed from the Premises

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 2 - Tool Security

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

All hand tools, powered or non powered with an individual value of more than £500 or a cumulative value of more than £7,500 must be kept within either

- a)
 - i) A locked metal security container constructed of minimum 2.5mm steel plate or framed minimum 1.5mm sheet steel. The container to be secured by a mortice deadlock conforming to BS 3621 together with a compatible boxed striking plate or a closed shackle padlock with minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar or integral staple or
 - ii) within a locked 'snap-on' tool box

The hand tool container to be securely anchored to the floor or structure of the building or

- b) Kept within a storeroom having brick or block walls and a steel lined or solid timber door secured by a mortice deadlock conforming to BS 3621 together with a compatible boxed striking plate or a closed shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 3 - Security Fencing

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

The vehicle forecourt or compound to be enclosed by a security fence

The fence and any gates therein to be constructed of either weld-mesh or steel palisade to a minimum height of 2.4m

Security Gates must be secured by means of a heavy duty closed shackle padlock

Gate hinges must be either designed to prevent gate lift off or must be capped by a disc of mild steel welded

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 4 - Physical Protection for Forecourts

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

All vehicles kept in the open whilst the premises are left unattended must be within a forecourt

- a) protected by bollards, hoops or posts installed across the vehicle forecourt at not more than 1.2m intervals. They must be constructed of at least 6mm steel section and set in concrete to a depth at least 700mm. The height above ground to be a minimum of 750mm. If they are retractable or removable they must be locked into position with good quality and robust locking arrangements or
- b) protected by a wall of at least 240mm wide and 600mm high. Any entrance to be protected as in a) above or
- c) protected individually by an approved Thatcham Category 4 device

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 5 - Bars / Grilles or Shutters - All Glazed Areas

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

All externally accessible glazed areas must be protected by one of the following

- a) solid steel bars
- b) grilles
- c) locked gates
- d) external steel or aluminium roller shutter(s)
- e) expanded metal grilles
- f) welded steel mesh

Grilles gates or shutters which are removable or can be opened must be secured into position with key operated devices whenever the Premises are left unattended

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 6 - Bars / Grilles or Shutters - Rear and side Glazed Areas

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

All externally accessible glazed areas other than those at the front of the Premises must be protected by one of the following

- a) solid steel bars
- b) grilles
- c) locked gates
- d) external steel or aluminium roller shutter(s)
- e) expanded metal grilles
- f) welded steel mesh

Grilles gates or shutters which are removable or can be opened must be secured into position with key operated devices whenever the Premises are left unattended

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 7 – Intruder Alarm

The liability of the Insurers in respect of Damage caused by theft or attempted theft is conditional on the following protective measures being implemented by the Policyholder with effect from the date shown in the Schedule

The Premises must be protected by an Intruder Alarm System installed and maintained by a company which is acceptable to the police and is recognised as an installer of intruder alarms by either the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB) as agreed by the Insurers and specified in the Schedule

Endorsement 8 – Subsidence

If the Basis of Cover includes Subsidence in Section 2 Property of the Schedule

- a) G Exclusions 7 d) of Section 2 Property is deleted and
- b) Section 2 Property extends to include Damage caused by subsidence ground heave or landslip at the Premises

excluding

- i) Damage caused by the bedding down of new structures or by the settlement or movement of made-up ground or by coastal or river erosion
- ii) Damage occurring whilst the whole or part of the Premises is in course of erection structural alteration or repair or demolition
- iii) Damage caused by defective design or workmanship or use of defective materials
- iv) Damage which commenced prior to the inception of subsidence cover under this Endorsement
- v) The first £1,000 or 1% of the Sum Insured on Buildings whichever is the greater of each and every loss after the application of the Underinsurance Clause

Provided that the Policyholder

- a) keeps the Premises in good and substantial repair
- b) notifies the Insurers without undue delay in writing in the event of
 - i) the operation of a cause insured by this Endorsement
 - ii) demolition excavation or building being commenced at or affecting any part of the Premises or the site of any adjoining site

In the event of demolition excavation or building commencing the Insurers shall have the right to vary or cancel the cover provided by this Endorsement

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 9 – Increased Cost of working

The insurance provided by Section 3 - Business interruption is amended to read as follows

Definitions

Increased Costs of Working

Shall mean the Sum Insured shown as Estimated Gross Profit in the Schedule

Indemnity Period

Shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected in consequence of the Damage but not exceeding 24 months

Turnover

Shall mean the money payable to the Policyholder for goods sold or services rendered in the course of the Business

A Cover

If the Business carried on by the Policyholder at the Premises is interrupted or interfered with because of Damage by a cause not excluded in Section 2 - Property to any building or other Property shown in the Schedule the Insurers will pay for the additional expenditure necessarily and reasonably incurred by the Policyholder during the Indemnity Period in avoiding a reduction in Turnover

Provided that when the Damage occurs there is insurance in force covering the interest of the Policyholder in the building or other property against such Damage under which

- a) payment has been made or liability admitted or
- b) payment would have been made or liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

Limit of Liability

The liability of the Insurers for all losses resulting from interruption of the Business arising during any one Period of Insurance shall not exceed the amount shown in the Schedule for Estimated Gross Profit

B Additional Cover

The cover provided by this Section extends to include interruption of the Business as a result of

Prevention of Access

The cover provided by this Section extends to include interruption of the Business as a result of Damage to property in the vicinity of the Premises by a cause not excluded in Section 2- Property which hinders or prevents access to the Premises

Suppliers

The cover provided by this Section extends to include loss resulting from interruption of or interference with the Business in consequence of Damage to property at the undernoted situations

- a) the premises of any motor vehicle manufacturer and any manufacturer supplying them with components or materials all situate in Great Britain Northern Ireland and Isle of Man and the Channel Islands or in any other member country of the European Community 25%
- b) the premises of any Company from which the Policyholder obtains regular supplies of motor fuel all situate in Great Britain Northern Ireland the Isle of Man and the Channel Islands 12.5%
- c) the premises at which new Vehicles are stored not in the occupation of the Policyholder all situate in Great Britain Northern Ireland the Isle of Man and the Channel Islands 10%

Provided that the liability of the Insurers under this extension shall not exceed the above percentages of the Sum Insured for Estimated Gross Profit shown in the Schedule or £1,000,000 whichever is less

C Special Conditions

Renewal

Prior to each renewal the Policyholder shall provide the Insurers with the Increased Cost of Working sum insured

D Claims Settlement

Following Damage by a cause not excluded in Section 2 – Property the Insurers will pay

- a) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage.
- b) the reasonable charges payable by the Policyholder to their professional accountants or auditors for producing information required by the Insurers under the terms of the Claims Conditions and for reporting that such information is in accordance with the accounts of the Policyholder

Reinstatement of Sum Insured

In the event of loss the Increased Cost of Working Sum Insured in the Schedule will be automatically reinstated by the amount of the loss provided that

- a) the Policyholder pays the appropriate additional premium for such reinstatement
- b) in respect of interruption of or interference with the Business because of Damage by theft of attempted theft the automatic reinstatement of the Sum Insured shall apply on the first occasion only in any Period of Insurance

Special Provisions

Alternative Trading

If during the Indemnity Period goods or sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on behalf of the Policyholder the money paid or payable in respect of such sales or services shall be taken into account in arriving at the Turnover during the Indemnity period

Savings

If any of the charges or expenses of the Business cease or reduce in consequence of the Damage the amount of such savings during the Indemnity period shall be deducted from the amount payable

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 10 – Failure of Supply

If the basis of cover includes Public Utilities in Section 3 – Business Interruption of the Schedule

The insurance is extended to provide cover for interruption of or interference with the Business resulting from the accidental failure of supply of

- a) electricity at the terminal ends of the service provider's feeders at the Premises
- b) gas at the service provider's meters at the Premises
- c) water at the service provider's main stop cock serving the Premises
- d) telecommunications services at the incoming line terminals or receivers at the Premises

excluding

- i) the deliberate act of any service provider
- ii) the exercise by any service provider of its power to withhold or restrict supply or services
- iii) failure caused by strikes or any labour or trade dispute
- iv) drought
- v) the provision of extranets or access to or presence on the internet or access to applications and related services over the internet in respect of telecommunications services
- vi) any telecommunications failure as a result of
 - a) failure of any satellite
 - b) temporary interference with transmissions due to weather atmospheric or solar conditions

Special Conditions

For the purpose of this Endorsement

- a) the Indemnity Period shall commence 6 hours after the commencement of the failure of supply in respect of electricity gas or water services and not as stated elsewhere in this Policy
- b) the Indemnity Period shall commence 24 hours after the commencement of the failure of supply in respect of telecommunications services and not as stated elsewhere in this Policy
- c) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services

Limits of Liability

The Insurers shall not be liable under this Endorsement for more than the limit stated below in respect of any one loss

Electricity gas or water supply £1,000,000

Telecommunications services £1,000,000

or the Sum Insured shown in the Schedule in respect of Estimated Gross Profit whichever is the less

Subject otherwise to the terms Exclusions and Conditions of this Policy

Endorsement 11 - Exhibitions

The following paragraph is added

B Additional Cover - Exhibitions

Definitions

Exhibition

shall mean any demonstration exhibition trade fair or show

Exhibition Property

shall mean

- a) exhibits stands marquees furniture furnishings display materials office equipment stationery and other property including Vehicles on the stand for the purpose of the Exhibition
- b) clothing and personal effects belonging to the Policyholder or any director partner customer or Employee of the Policyholder not exceeding £500 per person during any one Period of Insurance

Cover

Exhibition Property at any Exhibition incidental to the Business of the Policyholder or while in direct transit to or from the Exhibition within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided the maximum liability of the Insurers under this extension shall be £10,000

Exclusions

This Extension does not cover Damage

- i) caused by or arising from (other than by fire or explosion) any marquee undergoing any process of production packing treatment or repair
- ii) to Exhibition Property at any Exhibition premises for longer than 30 days without the prior written agreement of the Insurers
- iii) to Exhibition Property whilst being demonstrated or worn
- iv) caused by theft of Exhibition Property left unattended at the Exhibition
 - a) during Exhibition opening hours
 - b) outside Exhibition opening hours unless theft involves entry to or exit from the room containing the Exhibition Property by violent or forcible means or the Exhibition premises or site is patrolled by security personnel

Subject otherwise to the terms Exceptions and Conditions of this Policy

Endorsement 12 - Loss of Rent

The insurance in respect of Section 2 - Property is extended to include rent of Buildings which suffer Damage and the Insurers shall pay

- a) if the loss relates to rent receivable by the Policyholder
 - the actual reduction in rent received solely in consequence of the Damage
- b) if the loss relates to rent payable by the Policyholder
 - the amount of rent which continues to be payable by the Policyholder in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage

but the liability of the Insurers shall be limited to

- i) the loss suffered within twelve months which commences from the date of the Damage or
- ii) £20,000

whichever is the less in respect of any one incident

The amount shown in ii) above is included within the amount shown against Buildings in the Schedule

Subject otherwise to the terms Exceptions and Conditions of this Policy

Policy Conditions

1 Compliance with Policy Terms

The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other Person Entitled to Indemnity complying as though he were the Policyholder with the terms of this Policy

This shall include any requirements described in this Policy or any Endorsement attaching to and forming part of this Policy

2 Reasonable Precautions

The Policyholder at his own expense shall

- a) take all reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery and plant in a sound condition
- b) maintain all vehicles in a roadworthy condition
- c) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

The Insurers shall have free access to examine any Vehicle at all reasonable times

3 Alterations

Cover under this Policy will cease in the event of any alteration which increases the risk of Damage or where the interest of the Policyholder ceases (other than by will or operation of law) unless such alteration is agreed in writing by the Insurers

The Policyholder shall give notice to the Insurers when any Building insured by Section 2 - Property becomes unoccupied

If the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued cover under Section 3 – Business Interruption is cancelled

4 Financial and Trade Sanctions

The Insurers shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Insurers may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address

If the whole or any part of the Policy is cancelled the Insurers shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

5 Claims Procedure and Requirements

In the event of circumstances giving rise to or liable to give rise to a claim the Policyholder shall

- a) report it to the Insurers without undue delay but at the latest within 7 days if caused by riot civil commotion or malicious persons
- b) report it to the police without undue delay in the event of Damage caused by malicious persons theft or accidental loss
- c) at his own expense give all evidence information and assistance as required
- d) send every writ or other document to the Insurers immediately and not acknowledge it nor admit liability nor promise payment to other parties without the written consent of the Insurers
- e) permit the Insurers at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the Policyholder before or after meeting the claim of the Policyholder

6 Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

7 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the Policyholder all benefits under this Policy shall be forfeited

8 Rights of the Insurers

The Insurers may enter any premises where Damage has occurred and take possession of or require to be delivered to them any Property insured and deal with it in any reasonable manner but the Policyholder shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not

The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion

Under Sections 1 Road Risks 6 Employers Liability and 7 Public Liability the Insurers may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

9 Other Insurances

If at the time of any Damage to Property hereby insured there is any other insurance effected by or on behalf of the Policyholder covering such Property the liability of the Insurers under this Policy shall be limited to their rateable proportion of such Damage

If any such other insurance shall be subject to any Underinsurance Clause this Policy if not already subject to the Underinsurance Clause shall be subject to the Clause in like manner

If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage the liability of the Insurers hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the Property

If the liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

This Condition does not apply to Customers' Vehicles Sections 4C Personal Accident Assault and 5 Personal Accident

10 Assessment of Premium

The premium has been partly calculated on estimates supplied by the Policyholder and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Insurers for inspection

Before expiry of each Period of Insurance the Policyholder shall supply the Insurers with a true statement of the particulars necessary for assessment of premium for the renewal of the Policy Failure to supply such particulars shall entitle the Insurers to estimate if they so wish to calculate the payment for the renewal of the Policy from such estimated particulars

11 Cancellation

This Policy may be cancelled

- a) by the Insurers sending 7 days written notice by recorded delivery letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation or if a Certificate of Motor Insurance or Employers Liability Insurance has been issued from the date of return to the Insurers of such Certificate(s)
- b) by the Policyholder who shall be entitled to a return of premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force calculated from the date of receipt by the Insurers of notice of cancellation or if a Certificate of Motor Insurance or Employers Liability Insurance has been issued from the date of receipt by the Insurers of such Certificate(s)

12 Consumer Credit Termination Clause

The Insurers reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

The Policyholder must return to the Insurers the current Certificate of Motor Insurance and Certificate of Employers Liability Insurance if the Insurers cancel the Policy

13 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers

14 Rights of Recovery

This condition does not apply to Sections 1 4C 5 6 and 7

The Policyholder or any Person Entitled to Indemnity under this Policy shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon the Insurers paying for or making good any Damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insurers indemnify the Policyholder

The Insurers will not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary in each case with the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

15 Intruder Alarm System – Condition Precedent

It is a condition precedent to any liability of the Insurers in respect of Damage by theft or attempted theft (if insured) that in respect of any Intruder Alarm System installed at the Premises or required to be installed at the Premises by the Insurers as a condition of cover

- a) the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventative maintenance with the installer or such other contractor agreed by the Insurers in writing
- b) the Premises are not left unattended
 - i) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the Intruder Alarm System is connected has acknowledged the setting signal
 - ii) if police response to alarm calls has been withdrawn without the written agreement of the Insurers
- c) the Intruder Alarm System is installed in accordance with a specification agreed in writing by the Insurers
- d) no alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the procedures agreed by the Policyholder for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
 - iii) the maintenance contract

shall be made without the written agreement of the Insurers
- e) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Insurers
- f) the Policyholder shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Premises when the Premises are unattended
- g) the Policyholder shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any alarm receiving centre to which the Intruder Alarm System signals
- h) any change of Keyholder details shall be notified immediately to the police and any alarm receiving centre to which the Intruder Alarm System signals
- i) in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Premises without delay
- j) in the event that the Policyholder receives any notification
 - i) from the police or alarm installer or maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - ii) from a local authority or magistrate imposing any requirement for abatement of nuisance
 - iii) that the Intruder Alarm System cannot be returned to or maintained in full working order the Policyholder shall advise the Insurers as soon as possible and in any event not later than 10am on the next working day of the Insurers and comply with any subsequent requirements stipulated by the Insurers

16 Motor Insurance Database

It is a condition that the Policyholder supplies details of all vehicles insured on the Policy as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database

17 Automated Teller Machine

The liability of the Insurers in respect of Damage to or from any Automated Teller Machine at the Premises is conditional on the implementation of the following measures

- a) Any Automated Teller Machine at the Premises must be
 - i) securely anchored to the floor in accordance with the manufacturer's recommendations and
 - ii) positioned where it will be at least risk of criminal attack in a well supervised area and away from any part of the building perimeter that might leave it vulnerable to a vehicle ram raid and
 - iii) located in an area that is protected by an Intruder Alarm System movement detector
- b) Any Automated Teller Machine replenished by the Insured must
 - i) have all money removed when the Premises are closed for business and the money must be placed in a locked safe as shown on the Policy Schedule and
 - ii) only be opened for the removal or replenishment of money or for any other reason when the premises are locked and customers are not on the premises and
 - iii) at all times have a notice prominently displayed stating that the Automated Teller Machine holds no money when the Premises are closed for Business and
 - iv) be left open whenever the Premises are left unattended

18 Operation of Security Measures including Vehicles

The liability of the Insurers will be conditional on the following protective measures being implemented by the Policyholder whenever the Premises are left unattended

- a) all vehicles must be locked and any existing immobilisers and alarm systems activated and
- b) all Vehicle Keys and keys for additional vehicle protection devices must be placed in a secure key cabinet or safe that has been fixed to a solid wall or floor and anchored in accordance with the manufacturers recommendations or removed from the premises and
- c) all keys relating to the protection of the Premises including
 - i) those for any door or window locks or
 - ii) safes or secure key cabinets or toolboxes or storerooms or
 - iii) external security devices or
 - iv) any part of the Intruder Alarm System or
 - v) any other protective devicesto be removed from the Premises and
- d) all locks bolts and other protective devices are secured and in effective operation

19 Heat work Away

The liability of the Insurers under Section 7 – Public Liability will be conditional on the following precautions being complied with on each occasion there is an application of heat involving a naked flame or open heat source or use of hot air paint strippers grinding wheels angle grinders disc cutters or gas space heaters away from the Premise of the Policyholder

- a) The area of work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out

A safe distance shall be not less than fifteen metres when welding or cutting operations are carried out

Where such precautions are impractical such material will be covered with non-combustible blankets or screens

Combustible parts of premises will be similarly protected

- b) At least one fire extinguisher of a type and capacity suitable for the combustible material and the Premises will be kept immediately adjacent to the area of work in full working order and available for immediate use
- c) Equipment will be lit as short a time as possible before use and extinguished immediately after use
- d) Equipment which is lit or switched-on will not be left unattended
- e) A thorough examination for any signs of combustion will be made within or below the area in which the work has been undertaken half an hour after the termination of each period of work

For the purposes of this condition the Insurers shall not be liable for the first £1,000 of each and every claim in respect of damage to property caused by application of heat

20 Waste Removal

The liability of the Insurers in respect of Damage caused by fire under Section 2 - Property will be conditional on all combustible trade waste including oily and greasy cleaning cloths being kept in metal receptacles and removed from the building weekly

21 Storage of Flammable Solvents

The liability of the Insurers in respect of Damage caused by fire or explosion under Section 2 – Property is conditional on all flammable solvents being kept in closed tins and stored in a fire resisting compartment

Policy Exclusions

This Policy does not cover

- 1) in respect of all Sections

Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability or any other loss of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but in respect of Injury to Employees under Section 6 – Employers' Liability this Exclusion shall apply only when the Policyholder under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such Injury

Rallies Competitions and Motor Trials

Injury or Damage whilst the Vehicle is being used

- a) in a rally competition or motor trial (other than road safety rallies or treasure hunts) or speed testing
- b) on a racetrack circuit or prepared course

except so far as is necessary to meet the requirements of any road traffic legislation

Rectifying Defective Work

The cost of rectifying the defective work, original repair, alteration service maintenance treatment test or examination which resulted in liability or Damage to the Vehicle or any Accessories

- 2) In respect of Section 1 Road Risks and Section 2 Property

Excess

The first amount of each and every claim as stated in the Schedule

Confiscation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority

Depreciation

Depreciation wear and tear or mechanical electrical electronic or computer failures breakdowns or breakages of a Vehicle or Forecourt Facility

Tyres

Damage to tyres by application of brakes or by punctures cuts or bursts

Diminution in Value

Diminution in value following repair of a Vehicle other than in respect of

Section 1 B Additional Cover - New Vehicle Concession

Section 2 B Additional Cover - New Vehicle Concession

Inappropriate Fuel

Damage caused to any Vehicle by an inappropriate type or grade of fuel being used

- 3) in respect of all Sections except Section 6 Employers Liability

Sonic Boom

Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

War or Revolution

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power

except so far as is necessary to meet the requirements of any road traffic legislation

Riot or Civil Commotion

Any consequence of riot or civil commotion occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands

except so far as is necessary to meet the requirements of any road traffic legislation

Complaints Procedure

We aim to provide You with a first class service. If We have not delivered the service that You expect or You are concerned with the service provided, We would like the opportunity to put things right.

Our complaints process

Initially please raise Your concerns with Your usual business contact. Once We have reviewed Your complaint We will issue Our business decision in writing. If upon receipt of this You remain dissatisfied, You can escalate Your complaint by writing to Our Managing Director who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

Customer Relations Contact Details

The Managing Director
Intact Insurance Isle of Man Limited
P.O. Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

Financial Services Ombudsman

If You are still dissatisfied You can ask the **Financial Services Ombudsman** to review Your case. The FSO can be contacted as follows:

E-Mail Address: ombudsman@iomoft.gov.im

Telephone Number: 01624 686500

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above.

Guidance When Making a Claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions and events that may give rise to a claim must be notified without undue delay.

You should initially notify us of your claim by phone. Your initial claim contact number is shown below. Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim.

Ideally, as part of the initial notification, you will provide:

- The Name, address and contact phone number[s] for you and, if a road risk claim, that of the driver of the vehicle if not you
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- Details of the accident, loss or damage (where and how it happened)
- If claiming for a vehicle, information about the vehicle and any damage it sustained
- If not a vehicle then a claim value if known
- If it is a claim for Road Risks we will ask for information about convictions so please try and have driving licence(s) available when you call
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries and damage)
- Details of any witnesses and the Police or any other emergency service that was called

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending on the circumstances and value of the claim and this may include the following:

- Original purchase receipts, invoices, stock books, instruction booklets or photographs
- Purchase dates and location of lost or damaged property or vehicles
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations

Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

Claims contact number 01624 645900

Commercial Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Intact Insurance Isle of Man Limited, a member of Intact Financial Corporation. We provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with other companies.

Why do we collect and use your personal information?

If you are the policy holder, we need your information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and provide you with our services. We may need to check information you have submitted with external companies/organisations (e.g. the Motor Insurance Database).

When a claim is made against an insurance policy, we will need to collect personal data relevant to the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

When covering beneficiaries under your policy or your legal responsibility to third parties, we may need consent from these third parties unless authorised by law in order to use their personal information.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of Intact Financial Corporation except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);

- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

What are your rights over the information that is held by Intact Insurance Isle of Man Limited?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a) If you believe that the information we hold about you is inaccurate, or;
 - b) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
Intact Insurance Isle of Man Limited
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

You may also email us at IntactIOM@intactinsurance.co.uk

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to IntactIOM@intactinsurance.co.uk or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Isle of Man Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
First Floor, Prospect House
Prospect Hill
Douglas
Isle of Man
IM1 1ET

Employers' Liability Tracing Office

Certain information relating to Your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the **ELTO**) and added to an electronic database, (the **Database**).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the **Claimants**):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy You will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

