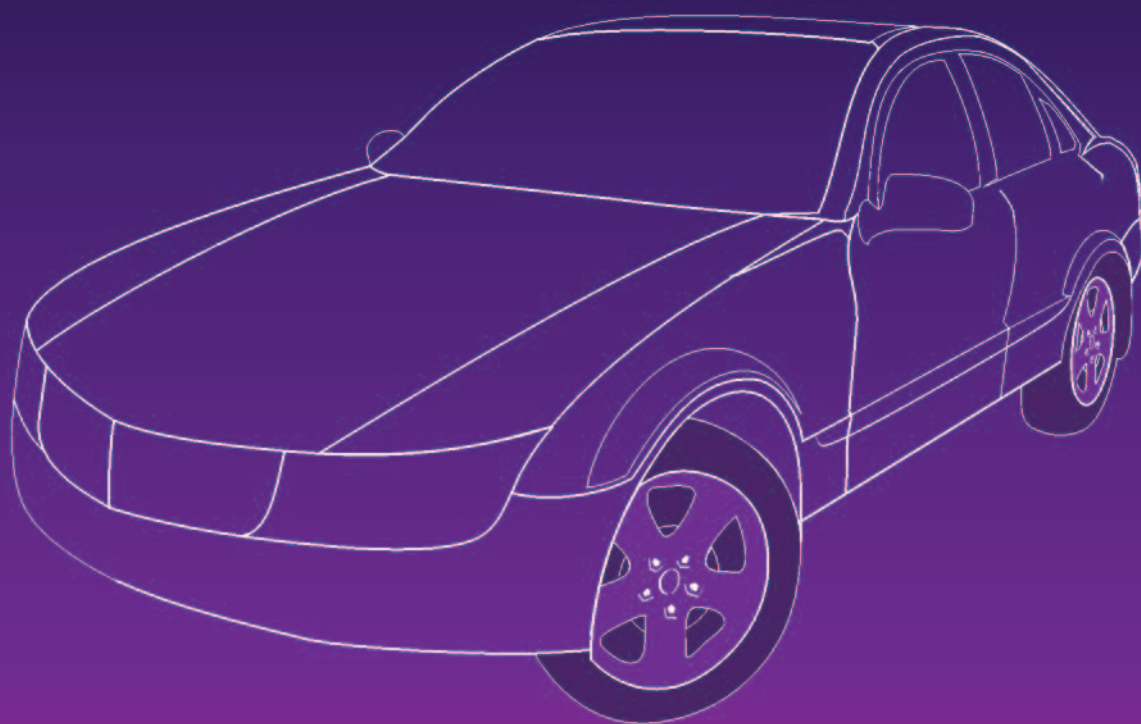


# MOTOR TRADE COMBINED POLICY BOOKLET



MOTOR TRADE  
COVER WITH  
ADDITIONAL PARTS

# Free Business Advice Service

## Available 24 hours each day, 7 days every week, all year round

These free helplines service are provided which the Insured may use while its Policy is in force to discuss business problems in the following categories:

### Business Legal Advice Helpline

**0845 300 6168**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England, Scotland, Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

**This Helpline Service is provided by DAS Legal Expenses Insurance Company Limited on behalf of NIG, all calls are recorded.**

### Business Emergency Assistance Helpline

**0845 300 6168**

Assistance in the event of an emergency affecting your business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system.

In the event of emergency assistance being required a reputable local contractor will be contacted by the Company but the Insured must pay any call-out or repair charges. One telephone call will bring assistance usually within 2 hours.

As the helpline is available 24 hours a day and seven days a week the Insured may call at any time.

Please ensure the Insured's policy number is available when telephoning as this will be requested - this appears on the Schedule.

**This Helpline Service is provided by DAS Legal Expenses Insurance Company Limited on behalf of NIG, all calls are recorded.**

### Emergency Glazing & Security Assistance Helpline

**0845 300 6173**

A glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year. In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by the Policy, the cost will be settled by the Company directly with the Company's service providers. If, however, the Policy requires payment of the first amount of any claim, or if the Insured is V.A.T. registered, the Company's service provider will invoice the Insured direct for this amount.

Note: Using any other repairer will not affect the Insured's right to claim.

**This Helpline Service is provided by Homeserve Emergency Services on behalf of NIG.**

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# Motor Trade Combined Policy

NIG policies are underwritten by U K Insurance Limited. This Policy is subject to the terms and conditions for the Period of Insurance shown in the schedule and any subsequent period for which You shall pay and We agree to accept the premium. The statement of fact or proposal, this policy booklet and any information supplied by You shall be incorporated in the contract.

# General Definitions

**These definitions apply to the Policy. In addition other more specific definitions apply under some of the Policy Sections and are shown in those Policy Sections.**

## Average

Whenever an item is declared to be subject to Average under this Policy, if the property covered at the commencement of any Damage insured against under this Policy is collectively of greater value than its Sum Insured, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## Business

The business as stated in the Schedule.

## Business Hours

The period during which the Location is actually occupied by the Insured and/or his Employees for the purposes of the Business.

## Company

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## Damage

Accidental loss, destruction or damage other than Engineering Damage (not applicable to Engineering Damage Indemnity).

## Employee

Any person while working for the Insured in connection with the Business who is:

- a** under a contract of service or apprenticeship with the Insured;
- b** under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured;
- c** a labour master or person supplied by him;
- d** engaged by a labour only sub-contractor;
- e** a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured;
- f** a driver or operator of hired-in plant;
- g** a trainee or person undergoing work experience; or
- h** a voluntary helper.

## Covered Engineering Equipment

Property Insured (as defined in Section 1) built to operate under vacuum or pressure, other than the weight of its contents, or used for the generation, transmission or utilization of energy.

Excluding:

- a** structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
- b** insulating or refractory material;
- c** sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- d** water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- e** vehicle, aircraft, floating vessel or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessel;
- f** mobile plant and equipment (other than fork lift trucks used by the Insured at their Location), dragline, excavation or construction equipment;
- g** equipment manufactured by the Insured for sale;
- h** tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic replacement or renewal;
- i** domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters;
- j** any electronic equipment (other than Computer Equipment (as defined in Section 1) or electronic vehicle diagnostic equipment), used for research, diagnostic, treatment, experimental or other medical or scientific purposes; and
- k** Vehicle Audio/Pictorial Equipment (as defined in Section 1).

## Engineering Damage

Damage to Covered Engineering Equipment caused by:

- a** electrical or mechanical Engineering Breakdown, including rupture or bursting caused by centrifugal force;
- b** artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c** engineering explosion or engineering collapse of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the Insured's control;

**Engineering Damage** *continued*

- d** loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) arising inside such boilers or equipment;
- e** loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) arising inside such equipment
- f** operator error
- g** loss or damage caused by materials being processed.

All Engineering Damage resulting from the same event will be considered one event.

**Engineering Breakdown**

- a** The actual breaking, failure, distortion or burning out of any part of the Covered Engineering Equipment whilst in ordinary use arising from defects in the Covered Engineering Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work.
- b** Fracturing of any part of the Covered Engineering Equipment by frost when such fracture renders the Covered Engineering Equipment inoperative.
- c** The actual and complete severance of a rope, but not breakage or abrasion of wires or strands, even though replacement may be necessary.

**Engineering Collapse**

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Engineering Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

**Engineering Explosion**

The sudden and violent rending of the Covered Engineering Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Engineering Equipment together with forcible ejection of the contents.

**Hazardous Substance**

Any substance other than ammonia which has been declared to be hazardous to health by a governmental agency.

**Insured**

The person, persons or Limited or Public Limited Company named in the Schedule and, in respect of the Road Risks and Employers' Liability sections of this Policy, the Insured stated upon the certificate of motor insurance and employers' liability certificate respectively.

**Keys**

Any device used to open a lock including, but not restricted to, any electronic device key card or remote control transmitter.

**Location**

Premises at the addresses stated in the Schedule occupied by the Insured for the purposes of the Business.

**Motor Vehicle**

Any:

- a** mechanically propelled land vehicle; or
- b** caravan, agricultural implement or trailer,

relating to the Business and including accessories and parts attached to or contained within it.

**Perishable Goods**

Any perishable good which it is normal practice to place into a refrigeration unit for purposes of preservation.

**Policy**

This Policy including the Sections, the Schedule and, in respect of Section 10, the certificate of motor insurance, all of which should be read together as one contract.

**Indemnity Limit**

The limit of indemnity payable by the Company as set out in the Schedule, save that this definition shall not apply to Sections 5, 6 and 7.

**Schedule**

The schedule applicable to the Policy.

**Sum Insured**

The sum insured as set out in the Schedule.

# General Conditions

**These Conditions apply to the Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of the Policy, they are stated under that Section.**

## 1 Definitions

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy, or in the Definitions within the Sections of this Policy, shall have that meaning wherever it appears when commencing with a capital letter in the Policy or the relevant Section respectively.

## 2 Misrepresentation

This Policy shall be voidable by the Company in the event of any material misrepresentation, misdescription or non-disclosure by the Insured or anybody acting on behalf of the Insured or acting on their behalf as their agent.

## 3 Reasonable Precautions

It is a condition precedent to the liability of the Company that the Insured:

- a** take all reasonable precautions to prevent or minimise Damage, accident or injury;
- b** maintain the business premises, machinery, equipment and furnishings at the Location in a good state of repair;
- c** exercise care in the selection and supervision of Employees; and
- d** comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## 4 Change of Risk or Interest

This Policy shall cease to be in force if:

- a** the Insured's interest in the Business ends, other than by death;
- b** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued; or
- c** any alteration be made either in the Business or at the Location or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with the Extension M Capital Additions under Section 1,

at any time after the Effective Date (as shown in the Schedule), unless its continuance be admitted by memorandum signed by or on behalf of the Company.

Nothing contained in this Policy shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

## 5 Cancellation

### a Rights of the Insured

- i** This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (this is known as the "cooling off" period). If the Insured elects to cancel within this period they should return all documents to their broker, intermediary or agent who must return such documentation to the Company and the Company will pay a refund of premium for the full amount paid to the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the "cooling off" period the Policy will be treated by the Company as in force and no refund of premium will be made.
- ii** The Insured has no rights of cancellation after the cooling off period.

### b Rights of the Company

- i** The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days' notice to the Insured in writing at their last known address.
- ii** If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spent period, the cost of claims will be deducted from the return payable.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above.

The calculation made by the Company will be final and binding.

- iii** Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above the Insured shall immediately return to the Company any effective motor and/or employers' liability certificate(s) of insurance.

## 6 Instalments

Notwithstanding General Condition 5, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel the Policy by giving 7 days' notice in writing at their last known address, and the Insured shall return to the Company any effective motor and/or employers' liability certificate(s) of insurance.

## 7 Choice of Law

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this policy is English law.

## 8 Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 9 Multiple Locations

Where any items are shown as being insured under Multiple Locations in the Schedule the stated sum insured or any other stated limit of liability will except where otherwise specified separately under any of the specific Locations listed in the Schedule apply in total in connection with the Business carried on from all of the Locations listed in the Schedule.

Where any items are shown as being insured separately under any of the specific Locations in the Schedule the stated sum insured or any other stated limit of liability therein will apply in connection with the Business carried on from that specific Location only.

## 10 Motor Insurance Database

It is a condition of the Policy that the Insured supply directly to the Motor Insurers' Information Centre details of the Motor Vehicles whose use is covered by the Policy as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the motor insurance database.



# Claims Conditions

## 1 Action by the Insured

**It is a condition precedent to the liability of the Company that the Insured shall:**

- a** immediately notify the Company of, and deliver to the Company at his own expense, a claim in writing with such detailed particulars and proofs as may reasonably be required by the Company and (if demanded) by the Company a statutory declaration of the truth of the claim and any matters connected therewith, within:
  - i** 7 days of the event giving rise to the claim, in the case of Damage caused by riot, civil commotion, strikers locked-out workers, persons taking part in labour disturbances or malicious persons;
  - ii** 30 days of the expiry of the Indemnity Period (as defined in Section 2) in respect of business interruption claims; or
  - iii** 30 days of the event resulting in the claim in the case of any other claim, or such further time as the Company may allow; and
  - iv** notwithstanding items a i to iii above the Insured shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt;
- b** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; and
  - iii** loss of money by any cause whatsoever;
- c** make no admission of liability or offer, promise or payment without the Company's written consent;
- d** inform the Company immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to the Company immediately every relevant document;
- e** take all reasonable action to minimise any interruption or interference to the Business;
- f** produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim; and
- g** in respect of Engineering Damage to the Property Insured (as defined in Section 1) discontinue use of any damaged property unless the Company authorises otherwise until such property shall have been repaired to the satisfaction of the Company. Any damaged parts that are replaced shall be kept for inspection by the Company.

## 2 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any Damage in respect of which a claim is made, and without thereby incurring any liability or diminishing any of the Company's rights under this Policy, to enter, take or keep possession of the premises where such Damage has occurred and to take possession of, or require to be delivered, to the Company any Property Insured (as defined in Section 1) and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at its discretion, to take over and conduct in the name of the Insured, or any other person, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy, and the Insured shall give all information and assistance required;
- c** to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company; and
- d** in the event of any Occurrence (as defined in Sections 5, 6 and 7) resulting in any claim(s) under Sections 5, 6 and/or 7, to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and, in respect of Section 5, less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, after which the Company shall have no further responsibility in connection with such claim(s), except in respect of Sections 6 and 7 for costs and expenses incurred before the date of payment.

## 3 Fraudulent Claims

All benefit under this Policy shall be forfeited in the event of any claim being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured, the person claiming to be indemnified or any person acting on their behalf to obtain benefit.

#### 4 Warranties and Conditions Precedent

Every warranty or condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the warranty or condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty or condition precedent, insofar as it increases the risk of Damage, shall be a bar to any claim in respect of such Damage provided that, whenever this Policy is renewed, a claim in respect of Damage occurring during the period of insurance shall not be barred by reason of a warranty or condition precedent not having been complied with at any time before the commencement of such period.

#### 5 Subrogation

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a** if at the time a claim arises there be any other insurance effected by or on behalf of the Insured applicable to such insured risk the liability of the Company shall be limited to its rateable proportion thereof;
- b** if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably, then the liability of the Company hereunder shall be limited in respect of such damage to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration the making of an award will be a condition precedent to any right of action against the Company.

# General Exclusions

**General Exclusions setting out what is not covered under this Policy are set out below. Where additional exclusions apply to a specific section of the Policy, they are set out in that Section.**

## This Policy does not cover:

### 1 War, Government Action and Terrorism (not applicable to Section 10)

- a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i war, government action or terrorism; or
  - ii civil commotion in Northern Ireland;
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from war government action, terrorism or civil commotion in Northern Ireland except to the extent stated in the Liability Provisions relating to this Exclusion.

For the purpose of this Exclusion and its Liability Provisions:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

**Terrorism** shall mean any act or acts (whether threatened or actual) of any person or 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings where the Company alleges that, by reason of this Exclusion as far as it relates to Terrorism, any Damage or resulting loss or expense or other costs either directly or indirectly caused by such event is not covered by this insurance, the burden of proving that such Damage, loss or expense is covered shall be upon the Insured.

## Liability Provisions

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy:

- 1 the Company will indemnify the Insured under the Employers' Liability Section of this policy provided that, in respect of any one Occurrence (as defined in Section 5) or series of Occurrences arising out of any one insured risk, the Company's liability in respect of all legal liability, costs and expenses (including interest thereon) directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000; and
- 2 the Company will indemnify the Insured under the Public Liability and Defective Workmanship Sections of this Policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism, provided that the Company's liability for all damages (including interest thereon) shall not exceed:
  - a under the Public Liability Section in respect of any one Occurrence (as defined in Section 6) or series of Occurrences arising out of any one insured risk, £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section, whichever is the lower;
  - b under the Defective Workmanship Section, in respect of all Occurrences (as defined in Section 7) during any one Period of Insurance, £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for that section whichever is the lower; and
  - c in respect of all Occurrences (as defined in Section 6 or Section 7, as relevant) of Pollution or Contamination (as defined in Section 6 or Section 7, as relevant) consequent upon Terrorism and which are deemed to have Occurred during any one Period of Insurance, £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section and/or Defective Workmanship Section, whichever is the lower.

## 2 War and Government Action (applicable to Section 10 only)

except so far as is necessary to meet the requirements of the Road Traffic Acts, any consequence whatsoever directly or indirectly caused by or contributed to by or arising from War or Government Action.

For the purposes of this Exclusion:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

## 3 Sonic Bangs

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any costs either directly or indirectly caused by such Damage, or any legal liability whatsoever directly or indirectly caused by or contributed to by or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 4 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such Damage, or any legal liability 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 any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this Exclusion concerns Bodily Injury (as defined in the relevant Sections) caused to any Employee if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured, this Exclusion shall apply only in respect of:

- i the legal liability of any principal; or
- ii legal liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement.

## 5 Pollution or Contamination

Damage caused by pollution or contamination, except (unless otherwise excluded) destruction of or Damage to the Property Insured (as defined in Section 1) caused by:

- a pollution or contamination which itself results from a Defined Peril; or
- b a Defined Peril which itself results from pollution or contamination.

This Exclusion shall not apply to Sections 5, 6, 7 and 10.

### NOTE: Defined Perils

The Defined Perils are:

fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

## 6 Marine Policies

Damage to property which, at the time of the happening of the Damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected.

# Section 1 | Material Damage

In the event of any of the Property Insured suffering Damage at the Location during the Period of Insurance, the Company will, subject to the provisions of the Policy, pay to the Insured the value of the Property Insured or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

Provided that the liability of the Company shall not exceed the total sum insured or any other stated limit of liability.

## Definitions

The definitions which apply to this Section and are in addition to the General Definitions are as follows.

### Buildings

- a** structures on the site of the Location (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise advised to the Company);
- b** landlords' fixtures and fittings in and on the structures described in **a** above;
- c** internal and external fixed glass sanitaryware and signs;
- d** central heating systems;
- e** small outside buildings, extensions, annexes and gangways;
- f** concrete, paved or asphalt forecourts, yards, terraces, drives and footpaths; and
- g** walls, gates and fences.

### Computer Equipment

Property Insured that is electronic, computer or other data processing equipment, including media and peripherals used in conjunction with such equipment.

### Customers' Goods

Property (not being Motor Vehicles) held in the custody or control of the Insured, including the contents of Customers' Vehicles (unless otherwise more specifically insured), for which the Insured has accepted responsibility.

### Customers' Vehicles

Any Motor Vehicle held in the custody or control of the Insured (not being vehicles temporarily on site for fuel sales or similar passing trade) for which the Insured has accepted responsibility.

### Employees' Portable Hand Tools

Portable hand tools (including hand held electronic vehicle diagnostic equipment) belonging to Employees for which the Insured has accepted responsibility and is not more specifically insured, subject to a maximum value of £2,500 for any one tool and £10,000 for any one Employee any one claim.

### Insured's Vehicles

Any Motor Vehicle which is the property of the Insured or held for retail sale, including those leased in or on consignment from manufacturers or distributors or on commission for which the Insured is responsible.

### Intruder Alarm Installation

All of the component parts detailed in the intruder alarm specification, including devices for transmission or receipt of signals.

### Motor Vehicles in Building

Insured's Vehicles and Customers' Vehicles stored on the site of the Location inside a Building outside of Business Hours.

### Motor Vehicles in the Open

Insured's Vehicles and Customers' Vehicles stored on the site of the Location outside of a Secure Compound or Building outside of Business Hours.

### Motor Vehicles in a Secure Compound

Insured's Vehicles and Customers' Vehicles stored on the site of the Location inside a Secure Compound outside of Business Hours.

### Plant, Machinery, Trade Fixtures and Fittings (including all other contents)

- a** machinery, plant, fixtures, fittings, tools and other trade equipment including fixed fuel installations and their storage tanks;
- b** vending machines (but not contents and/or cash therein);
- c** all office equipment and other contents at the Location;
- d** electronic vehicle diagnostic equipment;
- e** patterns, models, moulds, plans and designs;
- f** documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein; and
- g** directors' or partners' of the Insured, visitors' and Employees' personal effects in so far as they are not otherwise insured, for an amount not exceeding £1,000 for any one person any one claim,

all the property of the Insured or held by them in trust for which they are responsible, but excluding Motor Vehicles, Portable Hand Tools and Employees' Portable Hand Tools.

### Portable Hand Tools

Portable hand tools (including hand held electronic vehicle diagnostic equipment) which are the property of the Insured and subject to a maximum value for any one tool of £2,500.

## Definitions *continued*

### Property Insured

The items defined within Section 1 – Material Damage on the Schedule.

### Rent

The money paid or payable to the Insured in respect of accommodation and services provided at the Location.

### Secure Compound

An area in the open that is surrounded by buildings or fenced on all sides by brick or palisade fencing to a height of at least two metres, with a sturdy gate which is secured by a close shackle padlock outside of Business Hours.

### Stock in Trade

Stock in trade items (not being Motor Vehicles) which are the property of the Insured or held in trust or on commission for which the Insured is responsible, including retail stock of:

- a cigarettes, tobacco and cigars;
- b Vehicle Audio/Pictorial Equipment including DVDs, CDs and videos; and
- c clothing,

not exceeding a maximum of £10,000 for items a to c inclusive any one claim, unless a more specific Sum Insured is stated for these items in the Schedule.

### Tenants' Improvements

Where the Insured is a tenant of the Location, structural fixtures and fittings which are the property of the Insured as occupier of the Location.

### Vehicle Audio/Pictorial Equipment

Audio and pictorial equipment (including satellite navigation systems) designed to form a fixture within a Motor Vehicle.

## Extensions

**The insurance provided by this Section is extended to include the following:**

### A Professional Fees

The insurance by each item on Buildings' Tenants' Improvements and Plant Machinery and Trade Fixtures includes an amount for architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its Damage but not for preparing any claim. The total amount payable under this Extension and the Section for any item will not exceed its Sum Insured.

### B Public Authorities

The insurance by each item on Buildings' Tenants' Improvements and Plant Machinery and Trade Fixtures extends to include the additional cost of reinstatement of any Damage to the property incurred solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority by-laws, provided that:

- a the Insured receives a notice to comply after the Damage occurs;
- b the work of reinstatement is completed within twelve months of the date of the Damage or within such further time as the Company may in writing allow; and
- c the total amount recoverable under any item of this Section in respect of this Extension shall not exceed 15% of its Sum Insured any one claim.

### C Theft Damage to Buildings

The cost of repairing Damage by theft or any attempt thereof to the Buildings at the Location (whether or not the Buildings are insured hereunder) if the Insured are responsible for the repairs and the Damage is not otherwise insured.

### D Damage to Framework (Glass)

Any cover granted under this insurance in respect of Damage to fixed glass includes the reasonable costs of any necessary boarding up or temporary glazing pending replacement of broken glass and of removing and fixing window fittings and other obstacles to replacement.

### E Underground Services

Damage for which the Insured is legally liable to underground pipes cables drains (and their relevant inspection covers) supplying services to and carrying waste from the Location to the point of junction with public supply lines mains and sewers.

### F Clearing of Drains

The insurance in respect of Buildings extends to cover expenses necessarily and reasonably incurred in cleaning, clearing and/or repairing drains, gutters, sewers in consequence of Damage (not otherwise excluded) at the Location.

### G Loss of Metered Water

Damage at the Location caused by escape of water from any tank, apparatus or pipe not being automatic sprinkler installations includes up to £15,000 any one claim for the cost of water (calculated at the current rate per cubic metre) consumed as a direct result of the escape.

## H Other Interests

Interests of third parties which the Insured is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered hereunder subject to notification by the Insured to the Company of such interests as soon as is reasonably practicable.

## I Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured, provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required by the Company.

## J Contracting Purchaser's Interest

If at the time of Damage the Insured shall have contracted to sell his interest in any Building insured and the purchase is subsequently completed, the purchaser, on completion of the purchase, shall be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by him or on his behalf) without prejudice to the rights and liabilities of the Insured or the Company until completion.

## K Mortgagees etc.

The act or neglect of any mortgagor, leaseholder, lessee or occupier of any Building hereby insured whereby the risk of Damage is increased without the knowledge of any mortgagee, freeholder or lessor shall not prejudice the interest of the latter parties in this insurance provided such parties shall notify the Company immediately on becoming aware of such increased risk and pay additional premium if required by the Company.

## L Subrogation Waiver

In the event of a claim arising under this Section, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

- a any company which is the parent or subsidiary of the Insured; or
- b any company which is a subsidiary of a parent of the Insured,

in each case within the meaning of the Companies Act 2006 or Companies (NI) Order as appropriate at the time the Damage occurs.

## M Capital Additions

The insurance by this Section on Buildings' Tenants' Improvements and Plant, Machinery, Trade Fixtures and Fittings extends to cover alterations, additions and improvements to such property but not appreciation in value.

Provided that:

- i the maximum liability of the Company under this Extension shall not exceed 10% of the total Sum Insured for all items above or £500,000 whichever is less;
- ii the Insured undertakes to advise the change in risk as soon as practicable and to pay the additional premium required by the Company from its inception date; and
- iii the provisions of this Extension shall be fully reinstated following advice of the Company of such additional insurance.

## N Cost of Debris Removal/Re-erection

The insurance by each item on Property Insured extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a removing debris;
- b dismantling and/or demolishing;
- c shoring up or propping; or
- d re-erecting, fitting and fixing (in respect of Plant and Machinery Trade Fixtures and Fitting (including all other contents) only),

in respect of the portion of the Property Insured which is the subject of a claim under this Section.

The Company will not pay for any costs or expenses:

- i incurred in removing debris except from the site of any Property Insured which is the subject of a claim under this Section and the area immediately adjacent to such site; or
- ii arising from pollution or contamination of property not insured by this Section.

## O Temporary Removal of Plant, Machinery, Trade, Fixtures and Fittings

The insurance for Plant, Machinery, Trade Fixtures and Fittings extends to cover such property while it is temporarily removed from the Location for the purpose of cleaning, renovation, repair or similar purposes to any other premises within the United Kingdom, Channel Islands or Isle of Man, provided that the Maximum liability of the Company shall not exceed £100,000 any one claim.

Subject to such property not being more specifically insured.

## Extensions *continued*

### P Temporary Removal (Motor Vehicles)

The insurance for the Insured's Vehicles and Customers' Vehicles extends to include Damage (not otherwise excluded) whilst such property is temporarily removed from the Location for the purposes of cleaning, renovation, repair or other similar purposes to the premises of any sub contractor of the Insured anywhere in the United Kingdom, Channel Islands or Isle of Man.

Subject to such risk not being more specifically insured.

### Q Exhibitions

The insurance by this Section extends to include Damage to Insured's Vehicles whilst at any indoor exhibition within the United Kingdom, Channel Islands or Isle of Man but excluding:

- a theft or any attempt thereat unless involving forcible and violent entry to or exit from the exhibition premises; and
- b any amount exceeding £500,000 during any one Period of Insurance.

### R Fire Brigade Damage to Grounds

The insurance by this Section extends to include Damage caused by the Fire Brigade to the grounds at the Location as far as the Insured is responsible for the cost of repair, provided that the maximum liability of the Company under this Extension for such Damage shall not exceed £10,000 for any one claim.

### S Lock Replacement (other than Motor Vehicles)

Other than in respect of Motor Vehicles, the insurance by this Section extends to include the cost of changing locks on doors, windows, safes and strongrooms at the Location following theft (as insured herein) of Keys from the Location or from the home of the Insured or of any partner, director or Employee entrusted with Keys, by forcible and violent means for an amount not exceeding £10,000 for any one claim.

### T Lock Replacement (Motor Vehicles)

The insurance by this Section extends to include the cost of replacing locks or lock mechanisms and all Keys necessary to maintain the security of Motor Vehicles following theft of such Keys by forcible and violent means, for an amount not exceeding £50,000 for any one claim.

### U Fraud/Trick/False Pretence

The insurance by this Section extends to include theft of Motor Vehicles during Business Hours by fraud, trick or pretence not arising from:

- a the wilful parting of title for such Motor Vehicle; or
- b unaccompanied demonstration.

For the purpose of this Extension the Security Requirements set out below will not apply:

The maximum liability of the Company under this Extension shall not exceed £50,000 for any one claim.

### V Contract Price

In respect only of goods sold but not delivered and for which the Insured is responsible subject to a sale contract which following Damage, is cancelled by reason of its conditions wholly or to the extent of the Damage the Company's liability will be based on the contract price. For the purposes of this insurance, the value of all goods to which this Extension could apply in the event of Damage will be ascertained similarly.

### W Trace and Access

In the event of Damage resulting from escape of water or oil (as insured herein) the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good, subject to the maximum liability of the Company under this Extension not exceeding £10,000 for any one claim.

### X New Vehicle Concession Insured's Vehicles and Customers' Motor Vehicles

If within one year of registration as new, any Motor Vehicle insured for Damage under this Section is:

- a lost by theft and not recovered within 30 days of such theft being notified to the Company by the Insured; 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 Company will pay for the cost of purchasing a new replacement vehicle of the same make and model.

Provided that:

- i the Insured requests such a replacement vehicle;
- ii such a replacement vehicle is available; and
- iii the total payment will be limited to a maximum of £50,000 per Motor Vehicle above the amount which would otherwise have been payable under this Section had this Extension not been incorporated.



### Y Motor Vehicles Held for Sale

If a new Motor Vehicle held for sale by the Insured is subject to Damage 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 Company will consider such discount as forming part of the claim under this Policy.

Provided that:

- i the Company has agreed the level of discount necessary to effect the sale; and
- ii the total payment in respect of such discount will be limited to a maximum of £10,000 for such Motor Vehicle

### Z Depreciation in Value (Stolen New Motor Vehicles)

In the event of theft of a new Motor Vehicle held for sale by the Insured whereby such vehicle is recovered undamaged and necessitates:

- a a declaration of such to a prospective purchaser; and
- b a discount to effect a sale,

the Company will consider such discount as forming part of the claim under this Policy.

Provided that:

- i the Company has agreed the level of discount necessary to effect the sale; and
- ii the total payment in respect of such discount will be limited to a maximum of £5,000 for such Motor Vehicle or 10% of the new Motor Vehicle value, whichever is the less.

### AA Loss of Use (Customers' Vehicles)

Costs or expenses incurred by any customer with the Company's written consent in being deprived of the use of a Motor Vehicle following such vehicle's Damage at the Location and within the terms and conditions of this Section but only during a reasonable period necessary to allow for repair or replacement thereof.

Provided that the maximum liability of the Company under this Extension shall not exceed £50,000 for any one claim.

### AB Seasonal Increase (Insured's Vehicles)

The Sum Insured in respect of Insured's Vehicles is increased by 30% during the following periods:

- a February and March; and
- b August and September.

### AC Inadvertent Omission

The Insured having notified the Company of their intention to insure all their property in which they are interested hereunder and it being their belief that all such property is insured, hereunder then, if thereafter any such property shall be found to have been inadvertently omitted to be insured, the Company will deem it to be insured hereunder subject to a payment of the premium on all such property from the Effective Date (as defined in the Schedule) of the Policy or from the date of the Insured's interest in such property if it is purchased after the Effective Date.

Provided that the maximum liability of the Company under this Extension shall not exceed £100,000 for any one claim.

### AD Goods in Transit (other than Motor Vehicles)

The insurance by this Section extends to include Damage to Goods in Transit (not otherwise excluded) subject to the Sum Insured stated upon the Schedule, but excluding:

- a Damage outside of Business Hours unless the Motor Vehicle is housed in a locked building or in a Secure Compound or guarded under constant surveillance;
  - b defective or inadequate packing or insufficient addressing;
  - c delay, confiscation, requisition, embargo or nationalisation by order of the government or any public authority,
- and, unless caused by or directly traceable to fire, lightning or collision or overturning of the conveying vehicle:
- a spillage, leakage, evaporation, loss of weight or shrinkage;
  - b mechanical and/or electrical derangement or breakdown; and
  - c breakdown of refrigeration and/or insufficient insulation.

This Extension, Goods in Transit (other than Motor Vehicles) shall relate to:

Stock in Trade, Portable Hand Tools and Plant, Machinery, Trade Fixtures and Fittings whilst in transit, being:

- a from the moment the property is being loaded by the Insured or anyone on his behalf into or on any Motor Vehicle belonging to or in the custody or control of the Insured;
- b whilst in the course of its journey on such vehicle to or from any destination situate in Great Britain, Northern Ireland or any member country of the European Union; and
- c whilst unloading by the Insured or anyone on his behalf and until placed at the premises.

## Clauses

The following Clauses apply to this Section.

### 1 Designation

For the purpose of determining where necessary the item or column heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

### 2 Reinstatement Basis of Settlement

In the event that any property, other than Stock in Trade and/or Motor Vehicles insured by this Section, is subject to Damage, the basis upon which the amount payable under such items is to be calculated shall be the cost of Reinstatement subject to the Provisions set out below.

"Reinstatement" means:

- A** the rebuilding or replacement of property lost or destroyed; or
- B** the repair or restoration of property damaged, in either case to a condition substantially the same as but not better or more extensive than its condition when new.

### Provisions

- 1** No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - a** unless the work of Reinstatement is commenced and carried out with reasonable despatch;
  - b** until the cost of Reinstatement has been incurred; and
  - c** unless any other insurance covering the Insured's interest in the property at the time of 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 Company and the Insured shall be those which would have applied had this Clause not been operative.
- 2** Reinstatement may be carried out at another site and in any manner suitable to the Insured subject to the liability of the Company not being increased as a result.
- 3** In the event of partial Damage to Property Insured the Company's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.
- 4** Notwithstanding the General Definition of Average, each item insured under this Clause is declared to be separately subject to the following Condition of Average:

If the Sum Insured on any item at the time of Damage is less than 85% of the cost of reinstating the whole of the Property Insured by such item at the time of Reinstatement, then the liability of the Company shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

### 3 Day One (Non adjustable)

Where the Insured has stated in writing the Declared Value in respect of each item against which a Declared Value is shown in the Schedule and upon which the premium has been calculated accordingly, this Clause shall apply subject to the provisions set out below:

Declared Value means the Insured's assessment of the cost of Reinstatement of the Property

Insured arrived at in accordance with paragraph A of Clause 2 (Reinstatement Basis of Settlement) above at the level of costs applying at the Effective Date (as set out in the Schedule) of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- a** the additional cost of Reinstatement to comply with any public authority requirements;
- b** professional fees; and
- c** debris removal costs

### Provisions

- 1** At the inception of each Period of Insurance, the Insured shall notify the Company of the Declared Value of the Property Insured by each item of Property Insured to which this Clause applies. In the absence of such declaration, the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- 2** Where by reason of provision 1 of Clause 2 above no payment is to be made beyond the amount which would have been payable if Clause 2 above had not been incorporated therein, the rights and liabilities of the Company and the Insured in respect of Damage shall be subject to the terms and conditions of the Policy including Average as if Clause 2 above had not been incorporated, except that the Sums Insured shall be limited to 125% of the Declared Values.

**3** For the purpose of this Clause, provision 4 of Clause 2 above is restated as follows:

**4** Notwithstanding the General Definition of Average, each item insured under this Clause is declared to be separately subject to the following Condition of Average:

If the Declared Value of any item at the time of the Damage is less than the cost of reinstating the whole of the Property Insured by such item at the inception of the Period of Insurance then the liability of the Company shall not exceed that proportion of the amount of the Damage which said Declared Value shall bear to the sum representing the total cost of reinstating the whole of such property at the inception of the Period of Insurance.

**4** The Company's liability in respect of each item of Property Insured to which this Clause applies shall not exceed 125% of its Sum Insured.

#### **4 Workmen**

Workmen are allowed in and about the Location for the purpose of making new erections or alterations, repair, decoration, plant installation and general maintenance without prejudice to the terms and conditions of this Policy.

#### **5 Reinstatement of Losses**

Unless written notice to the contrary is given by either the Company or the Insured, the Sum Insured for this Section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the Expiry Date of the Period of Insurance (as set out in the Schedule).

#### **6 Rent Insurance**

Any insurance in respect of loss of Rent under this Section applies only if the Buildings or any part thereof to which Rent relates are unfit for occupation in consequence of their Damage and then the amount payable shall not exceed such proportion of the Sum Insured for the loss of Rent as the period necessary for Reinstatement (as defined in Clause 2 above) bears to the Period of Cover stated in the Schedule (this being the maximum rental period).

### **Security Requirements**

It is a condition precedent to the liability of the Company that where relevant that you must comply with the following Security Requirements to have the protection of your Policy.

#### **1 Theft Protections**

All fastenings and protections on the Location at the Effective Date of this Period of Insurance (as set out in the Schedule) and all additional fastenings and protections which have been stipulated by the Company shall be maintained during the currency of this insurance and put into full and effective operation at all times outside Business Hours.

#### **2 Keys Clause**

All unattended Motor Vehicles must be securely locked and all windows and similar openings tightly closed with the vehicle Keys removed from such.

During Business Hours all Keys to unattended Motor Vehicles must be kept in a securely locked place out of sight of the public.

Outside Business Hours all Keys to unattended Motor Vehicles are to be removed from the Location or retained within a locked safe or purpose built Key cabinet approved by the Company within an alarmed part of the Building and the Key to such cabinet removed from the Location.

Unattended Motor Vehicles mean any Motor Vehicles left without the Insured keeping the said vehicles under observation.

#### **3 Intruder Alarm Installation (outside Business Hours)**

Where the Location is protected by an Intruder Alarm Installation, in respect of Damage caused by theft or any attempt thereat involving entry to or exit from the Location by forcible and violent means outside of Business Hours, that:

- a** the Intruder Alarm Installation shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the intruder alarm installers or other installers/engineers as agreed with the Company;
- b** no alteration to or substitution of:
  - i** any part of the Intruder Alarm Installation;
  - ii** the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm Installation; or
  - iii** the maintenance contract described in paragraph **a** above,

shall be made without the written agreement of the Company;

- c** the Location protected by an Intruder Alarm Installation shall not be left without at least one responsible person therein without the agreement of the Company unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation;

## Security Requirements *continued*

- d** all Keys to the Intruder Alarm Installation are removed from the Location when the Location is left unattended;
- e** the Insured maintains the secrecy of codes for the operation of the Intruder Alarm Installation and no details of the same are left on the Location;
- f** the Insured shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the Intruder Alarm Installation company and/or police authorities;
- g** in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of signalling during any period that the Intruder Alarm Installation is set, a holder of the Intruder Alarm Installation Key shall attend the Location as soon as reasonably possible; and
- h** in the event of the Insured receiving any notification:
  - a** that police attendance in response to alarm signals/call from the Intruder Alarm Installation may be withdrawn or the level of response reduced or delayed; or
  - b** from a local authority or magistrate imposing any requirement for abatement of nuisance that the Intruder Alarm Installation cannot be returned to or maintained in full working order,

the Insured shall advise the Company as soon as possible and in any event not later than 10.00a.m. on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

## Excess

The Company shall not be liable for the first amount of each and every claim stated under the excesses for each of the following items as set out in the Schedule for:

- 1** Storm and/or Flood;
- 2** Subsidence (if cover is selected and provided by an Endorsement herein);
- 3** all Other Losses.

## Average

Each item of Property Insured by this Section (other than Insured's Vehicles, Customers' Vehicles and Customers' Goods) is similarly but separately subject to Average as defined in the General Definitions.

## Exclusions

The Company shall not be liable under this Section for Damage to any Property Insured arising out of or attributable to:

- 1** subsidence, heave or landslip or normal settling, cracking, shrinkage or expansion of the Buildings or the site or any parts thereof on which the Buildings stand;
- 2** wear, tear, gradual deterioration, erosion, mildew, damp, wet or dry rot, frost, changes to water table level, rust, corrosion, moth, insect, vermin;
- 3** inherent vice, latent defect, evaporation, shrinkage, loss of weight, contamination, fermentation, leakage, action of light, change of colour, texture or flavour;
- 4** collapse resulting from errors in design, errors in processing faulty workmanship or faulty materials except for Damage to other Property Insured resulting from such collapse;
- 5** loss of market, loss of use, monetary devaluation or any other loss arising as a direct consequence of Damage (other than that provided under Extension AA of this Section);
- 6** theft of moveable property (other than Motor Vehicles and Extension AD Goods in Transit (other than Motor Vehicles)) after Business Hours from the open yards and forecourts of the Location and any buildings thereon which are incapable of being locked;
- 7** theft arising from the infidelity or dishonesty of the Insured or any Employee or other person to whom any Property Insured may be entrusted whereby there is an attempt to make improper financial gain; and
- 8** theft, malicious act, vandalism, escape of water or oil from any water or heating installation occurring whilst the Location are left vacant or become disused.

The Company also shall not be liable under this Section for:

- 9** defective workmanship or Damage to any Property Insured sustained whilst it is actually being worked upon and directly resulting from such work, but this Exclusion shall not apply to Damage by fire or explosion to Insured's Vehicles;
- 10** unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by deception;
- 11** Damage to fixed glass or sanitary ware:
  - a** which occurs during installation or removal; or
  - b** which was cracked or fractured prior to the Effective Date (as set out in the Schedule);

- 12 electrical or magnetic injury disturbance or erasure of electronic records other than by lightning;
- 13 money of every description or other negotiable currency, securities, stamps, deeds, bonds, bills of exchange, promissory notes, jewellery, precious stones and metals, bullion, gold and silver articles or furs;

- 14 frost damage to Buildings (other than to internal plumbing installations provided the said Buildings are not vacant or have become disused); and
- 15 a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, or an insulation breakdown test of any type of electrical equipment.

## Engineering Damage Indemnity

Subject to the Policy terms and conditions, this Section extends to include Covered Engineering Equipment against loss arising from Engineering Damage up to the Sums Insured stated in the Schedule.

In addition the Section further extends to include the following:

### 1 Contamination by a Hazardous Substance

In the event of Engineering Damage to Covered Engineering Equipment the Company will pay for the Additional Costs to repair, replace, clean up or dispose of Covered Engineering Equipment due to contamination by a Hazardous Substance.

"Additional Costs" means those costs beyond the costs which would have been incurred had no Hazardous Substance been involved.

The Company shall not be liable for more than £10,000 any one claim for Engineering Damage under this Extension including any loss of gross income.

### 2 Computers and Software

The Company shall be liable under this Section for Engineering Damage to Computer Equipment.

The Company shall not be liable for more than £250,000 under this Extension any one claim.

### 3 Public Authorities/Law or Ordinance

If Engineering Damage to Covered Engineering Equipment damages a Building that is covered under this Policy and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the Engineering Damage that regulates the construction or repair of buildings, or establishes zoning or land use requirements, the Company shall be liable for the following additional costs (as defined below) to comply with such ordinance or law:

- a the Insured's actual expenditures for the cost to demolish and clear the site of undamaged parts;

- b the Insured's actual expenditures for increased costs to repair, rebuild or construct the Building. If the Building is repaired or rebuilt, it must be intended for similar use or occupancy as the current Building, unless otherwise required by zoning or land use ordinance or law; and
- c business interruption as described under Section 2 of the Policy caused by loss covered in a or b above.

The Company shall not be liable for:

- a any fine;
- b any legal liability to a third party;
- c any increase in loss due to a Hazardous Substance (other than as specifically insured under Extension 1 of this Engineering Extension; or
- d increased construction costs until the Building is actually repaired or replaced.

### 4 Expediting Expenses

In the event of Engineering Damage to Covered Engineering Equipment, the Company will pay for the reasonable cost of effecting temporary repairs and expedite permanent repairs or permanent replacement.

The Company shall not be liable for more than £20,000 for Engineering Damage under this Extension any one claim.

## Engineering Damage Indemnity *continued*

### 5 Storage Tanks and Loss Of Contents

This Section extends to include Engineering Damage to oil storage tanks or water tanks (other than sprinkler system tanks) used solely for and forming part of hot water or heating installations including connected pipework belonging to the Insured or for which the Insured is responsible at the Location. In addition, this Extension covers loss of the contents of oil storage tanks (other than underground tanks) belonging to the Insured or for which the Insured is responsible at the Location, by:

- a escape of contents, leakage, discharge or overflow from the oil storage tanks caused by or resulting from Engineering Damage; or
- b contamination of the contents of the oil storage tanks caused by or resulting from Engineering Damage.

This includes the cleaning costs incurred as a result of such Engineering Damage.

The Company will not pay for:

- a losses caused by fire, regardless of the original cause of the fire;
- b losses resulting from corrosion, erosion or wasting;
- c contamination of the contents resulting from:
  - i the natural settling, separation or accumulation of fluids or materials constituting the normal contents; and
  - ii the deliberate use of fluids or materials in the oil storage tank for cleaning, flushing or similar purposes;
- d losses sustained whilst oil storage tanks are in transit between premises; and
- e costs or expenses arising from pollution or contamination of property not covered by this Extension.

The Company will pay up to £7,500 under this Extension in respect of any one accident or series of accidents arising out of any one event.

### 6 Damage to Own Surrounding Property

In the event of Engineering Explosion, this Section is extended to include Damage to surrounding property which is owned by or is the responsibility of the Insured.

The Company shall not be liable for more than £1,000,000 under this Extension any one accident or series of accidents arising out of any one event.

### 7 Loss Avoidance Measures

This Section is extended to include up to a total £5,000 of reasonable costs in any one Period of Insurance that are necessarily incurred by the Insured to take exceptional measures to prevent or mitigate impending Damage to Covered Engineering Equipment or Computer Equipment as a result of an accident. Provided that:

- a Damage would reasonably be expected if such measures were not implemented;
- b the Company is satisfied that Damage has been avoided or mitigated by means of the exceptional measures;
- c the amount payable will not exceed the cost of Damage that would have otherwise occurred;
- d the terms, conditions and exclusions of this Section and the Policy apply as if Damage has occurred; and
- e if Damage has occurred, it would have resulted in a claim that would have been payable by the Company under this Section of the Policy.

### 8 Perishable Goods

In the event of Damage to Perishable Goods due to deterioration or putrefaction whilst stored only in any proprietary refrigeration unit contained in the Location for the purposes of the Business, caused by:

- a breakdown or failure of the installation, which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means;
  - b escape of refrigerant or refrigeration fumes; or
  - c accidental failure of the public electricity supply,
- the Company will pay up to, but in no case exceeding, £15,000 any one claim.

The Company shall not be liable under this Extension for:

- a loss caused by wear, tear, deterioration of the refrigeration unit or other gradually operating cause;
- b loss occurring in any refrigeration unit which is older than 5 years on the Effective Date (as set out in the Schedule), unless there is in force in respect of such refrigeration unit a maintenance or service agreement either with the manufacturers or suppliers thereof or a competent firm of refrigeration engineers;
- c loss caused by incorrect setting of thermostats or automatic temperature controlling devices;

- d any indirect loss which is incurred as a consequence of the Damage;
- e loss arising from a deliberate act of the public electricity supply authority or the exercise of such authority's power to withhold or restrict supply or from strikes or industrial disputes; or
- f Damage insured by any other Section or policy.

### Additional Conditions to this Extension

It is a condition precedent to the liability of the Company that:

#### 1 Precautions

The Insured shall exercise due diligence by:

- a complying with any applicable statute, statutory instrument, regulation or order; in force from time to time; and
- b ensuring that insured items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent Damage.

#### 2 Back Up Records

The Insured shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than every 48 hours. One copy as a minimum shall be held off site and the Insured shall take all reasonable precautions to store and maintain such records in accordance with the maker's recommendations.

### Exclusions applying to this Extension

The following exclusions apply in addition to those in the Policy:

- 1 The Company will not be liable for Engineering Damage caused by or resulting from:
  - a a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;
  - b any defect, virus, loss of data;
  - c depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions but if loss or damage from Engineering Damage results, the Company shall be liable for that resulting loss or damage; or
  - d loss due to solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed therein.

- 2 The Company will not be liable for Engineering Damage recoverable under any maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.
- 3 a Engineering Damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data, or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.
  - b Engineering Damage directly or indirectly consequent to, caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

### Definitions

**Virus or Similar Mechanism** shall mean any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether it be the property of the Insured or not.

**Denial of Service Attack** shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

**Denial of Service Attacks** include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

# Section 2 | Business Interruption & Book Debts

If Damage insured under Section 1 occurs during the Period of Insurance to property used by the Insured at the Location for the purposes of the Business and causes interruption to or interference with the Business at the Location or if the Insured is unable to trace or establish Book Debts in whole or in part due to them, as a result of the Insured's books of account or other business books or records at the Location, being subject to Damage the Company will pay to the Insured (subject to the provisions of the insurance) the amount of loss resulting from such interruption, interference or Damage in accordance with the basis of cover shown in the Schedule and described below.

Provided that payment shall have been made or liability admitted for the Damage under an insurance policy covering the interest of the Insured in the property or payment would have been made or liability admitted for the Damage but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

Where a Maximum Single Loss Sum Insured is stated in the Schedule, the liability of the Company in respect of the insurance provided by this Section shall in no case exceed the:

- 1 Maximum Single Loss sum shown in the Schedule; and
- 2 Sum Insured, where stated in the Schedule, for Increase in Cost of Working, Book Debts, Loss of MOT Licence and any other item insured hereunder.

Where an Estimated Gross Profit Sum Insured is stated in the Schedule, the liability of the Company in respect of the insurance provided by this Section shall in no case exceed:

- 1 133.33% of the Estimated Gross Profit shown in the Schedule; and
- 2 the Sum Insured where stated in the Schedule for Increase in Cost of Working, Book Debts, Loss of MOT Licence and any other item insured hereunder.

## Definitions

**The definitions which apply to this Section and are in addition to the General Definitions are as follows.**

**Note:** To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms of this Section shall be exclusive of such tax.

### Maximum Single Loss

The amount declared by the Insured to the Company as representing not less than the maximum amount of loss of Gross Profit which it is anticipated would arise during the Indemnity Period in respect of any one occurrence of Damage or series of occurrences of Damage arising out of any one original cause.

### Gross Profit

The amount by which:

- a the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed
- b the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

**Note:** For the purpose of this Definition, the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's usual accounting methods, due provision being made for depreciation.

### Uninsured Working Expenses

The sum of:

- 1 purchases (net of discounts);
- 2 bad debts;
- 3 packaging carriage and freight; and
- 4 discounts allowed

### Estimated Gross Profit

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months).

### Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Location.

### Indemnity Period

The period beginning with the occurrence of the Damage and ending when the results of the Business shall cease to be affected by the Damage but not exceeding the Maximum Indemnity Period being the number of months stated in the Schedule.

### Loss of MOT Licence

The licence granted by the Department of Transport to carry out MOT tests on motor vehicles and issued to the Insured as an authorised examiner or to a nominated tester employed by the Insured in connection with the Business.

### Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.



### Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

**Note:** To the Rate of Gross Profit and Standard Turnover, adjustments shall be made by the Insured as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as accurately as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. The same adjustments will be used by the Company to validate any claim under this Section.

### Book Debts

The total last recorded by the Insured under the provisions of the Monthly Records Clause adjusted for:

- a** bad debts;
- b** amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which said last record relates and the date of the Damage; and
- c** any abnormal condition of trade which had or could have had a material effect on the Business,

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have obtained at the date of the Damage had the Damage not occurred.

### Customers' Accounts

The Insured's accounts of all customers who are trading with the Insured on a credit or hire purchase basis.

### Basis of Cover

#### Maximum Single Loss

The insurance in respect of Maximum Single Loss (when insured under this Section) is limited to loss of Gross Profit due to **(a)** REDUCTION IN TURNOVER and **(b)** INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- (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 shall in consequence of the Damage fall short of the Standard Turnover; and

- (b)** in respect of INCREASE IN COST OF WORKING: 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, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

#### Estimated Gross Profit

The insurance in respect of Estimated Gross Profit (when insured under this Section) is limited to loss of Gross Profit due to **(a)** REDUCTION IN TURNOVER and **(b)** INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- (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 shall in consequence of the Damage fall short of the Standard Turnover; and
- (b)** in respect of Increase in Cost of Working: 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, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

If at the time of the Damage the amount of 133.33% of the Estimated Gross Profit Sum Insured stated in the Schedule is less than the sum produced by applying the Rate of Gross Profit to the annual Standard Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months) then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## Basis of Cover *continued*

### Increase in Cost of Working

The insurance in respect of Increase in Cost of Working (where insured as a separate item) is limited to the additional expenditure reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period.

### Additional Increased Cost of Working

Where an Estimated Gross Profit Sum Insured is stated in the Schedule, the Company will pay reasonable costs for the additional cost of working which:

- a** is incurred due to Damage to maintain the Business during the Indemnity Period; and
- b** exceeds the amount recoverable in respect of Increase in Cost of Working stated under Basis of Cover in this Section.

The liability of the Company for such additional cost of working shall in no case exceed £100,000 following any one occurrence of Damage or series of occurrences of Damage arising out of any one original cause.

### Loss of MOT Licence

If, during the Period of Insurance the Insured's MOT Licence is suspended or withdrawn by the Department of Transport and as a consequence the Business carried out by the Insured at the Location is interrupted or interfered with the Company will pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the basis of cover shown in the Schedule and described in this Section.

The Company will also pay reasonable charges payable to parties agreed by the Company for services provided to enable the Insured to appeal against a suspension or withdrawal of the MOT Licence by the Department of Transport.

Provided that the maximum liability of the Company shall not exceed the amount shown in the Schedule.

It is a condition precedent of this Section that, upon receipt of a formal warning letter from the Vehicle and Operator Services Agency, the Insured must immediately notify and give written confirmation to the Company together with copies of documentation received.

Provided that the Company shall not be liable for any loss arising from a loss of MOT Licence due to:

- 1** a suspension or warning received during the four weeks immediately following inception of cover under this Policy;
- 2** extension, actual or proposed compulsory purchase of the Location;

- 3** any scheme of town or country planning, improvement or development;
- 4** any policy by the Department of Transport to reduce the number of authorised examiners and nominated testers;
- 5** any alteration following inception of cover under this Policy to any relevant law unless the Company confirms in writing that cover will continue after such alteration;
- 6** failure to maintain the equipment or machinery at the Location in good general repair;
- 7** failure to keep accurate and up to date documentation as required by the Department of Transport and/or Vehicle and Operator Services Agency; or
- 8** a criminal conviction.

### Cost of Document Replacement

The insurance under this item is limited to legal, clerical and other charges necessarily incurred in consequence of the Damage in the replacement or restoration of deeds and other documents (including stamps thereon), manuscripts, plans, specifications and writings of every description and books (written and printed), books of account, card indexes and other business records including such property if and in so far as it is not otherwise insured whilst temporarily at premises not in the occupation of the Insured or whilst in transit, in each case, within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Book Debts

The insurance in respect of Book Debts is limited to loss sustained by the Insured directly due to the Damage and the amount payable in respect of any one claim or series of claims arising out of any one incident shall not exceed:

- a** the difference between:
  - i** any outstanding debit balance; and
  - ii** the total of the amounts received or traced in respect thereof; or
- b** the additional expenditure incurred with the previous consent of the Company in tracing and establishing customers' debit balances after the Damage.

Provided that:

- i** if the Sum Insured be less than the Book Debts the amount payable shall be proportionately reduced; and
- ii** it is a condition precedent of the insurance in respect of Book Debts that the Insured's books of account or other business books or records in which Customers' Accounts are shown, are kept in fire resistant cabinets when not in use.

### Professional Accountants Charges

The Company will also pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company and for reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents, provided that the Company's liability shall not exceed in total the Sum Insured for the Maximum Single Loss, Estimated Gross Profit or Book Debts (whichever is applicable) shown in the Schedule.

## Clauses

### 1 Departmental

If the Business is conducted in departments, the independent trading results of which are ascertainable, the provisions of items (a) and (b) of:

- i Estimated Gross Profit (when insured under this Section); or
- ii Maximum Single Loss (when insured under this Section), under Basis of Cover in this Section shall apply separately to each department affected by the Damage.

### 2 Payments on Account

Payments on account will be made to the Insured during the Indemnity Period if desired.

### 3 Accumulated Stocks

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods at the Location or elsewhere.

### 4 Renewal Clause (applicable to Estimated Gross Profit)

The Insured shall, prior to each renewal of the Policy, furnish the Company with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing period of insurance.

### 5 Standing Charges (applicable to Estimated Gross Profit)

If any of the standing charges of the Business be not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

### 6 Monthly Records (applicable to Book Debts)

The Insured shall at the end of each month record the total amount of debit balances outstanding as set out in Customers' Accounts at that date and such record shall be kept at a place other than the Insured's own Location.

If the recorded amount exceeds the Sum Insured applicable at the date of such record then, for the purposes of this Clause only, the Insured shall be deemed to have recorded such Sum Insured.

### 7 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sum Insured for this Section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the Expiry Date of the Period of Insurance (as set out in the Schedule).

### 8 Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Location for the benefit of the Business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

## Engineering Damage Cover

### Engineering Damage Extension

Subject to Policy terms and conditions where Engineering Damage would be covered under Section 1 – Material Damage, this Section extends to include loss resulting from Engineering Damage.

The Company shall not be liable for more than a total of £250,000 for all such losses in any one Period of Insurance under this Extension.

## Engineering Damage Cover *continued*

### Reinstatement of Data

The Section extends to include costs incurred in reinstating data lost or damaged in consequence of Engineering Damage to Computer Equipment provided that:

- a** this Indemnity is limited solely to the cost of reinstating data onto Media;
- b** the Company shall not be liable for any losses discovered more than 6 months after the loss was initiated;
- c** the Company's liability shall not exceed £25,000 in respect of such costs for all such losses in any one period of Insurance;
- d** the Company shall not be liable for Engineering Damage to software; and
- e** this Indemnity shall not extend to cover costs more specifically described under the Increased Cost of Working (Engineering) Extension.

For the purpose of this Extension, "Media" shall mean all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

### Increase Cost of Working (Engineering)

The Company will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured.

Provided that the total liability of the Company in any one Period of Insurance shall not exceed £25,000 in respect of all such additional costs in any one Period of Insurance.

### Hire of Substitute Items

In addition to Increase Cost of Working (Engineering), if Covered Engineering Equipment suffers Engineering Damage, the Company will indemnify the Insured against the costs of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item Damaged.

Provided that, the total liability of the Company in any one Period of Insurance shall not exceed £50,000 in respect of all such additional costs in any one Period of Insurance.

## Extensions

Cover provided by this Section is extended to include loss of Gross Profit following interruption of the Business as a result of:

### A Unspecified Suppliers – Vehicles and Components

Damage (not otherwise excluded) to property at the premises of any:

- a** motor manufacturers or manufacturer of material or components supplied to such manufacturers; and
- b** vehicle suppliers or distributors,

all situate in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or in any other member country of the European Union from which the Insured obtains regular supplies of Motor Vehicles' components and accessories, up to a limit of 25% of the Sum Insured for the Maximum Single Loss or Estimated Gross Profit (whichever is applicable).

### B Unspecified Suppliers – Fuel

Damage (not otherwise excluded) to property at the premises of any company or supplier situate in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or in any other member country of the European Union from which the Insured obtains regular supplies of motor fuels, up to a limit of 15% of the Sum Insured for Maximum Single Loss or Estimated Gross Profit (whichever is applicable).

### C Unspecified Suppliers (Rest of World)

Damage (not otherwise excluded) arising from perils of fire, aircraft or explosion to property at the premises of any:

- a** motor manufacturers or manufacturer of material or components supplied to such manufacturers;
- b** vehicle suppliers or distributors; and
- c** fuel supplier,

anywhere outside the European Union from which the Insured obtains regular supplies of Motor Vehicles' components, accessories or fuel, up to a limit of 10% of the Sum Insured for Maximum Single Loss or Estimated Gross Profit (whichever is applicable).

**D Unspecified Customers**

Damage (not otherwise excluded) at the premises of any of the Insured's customers in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or in any other member country of the European Union with whom, at the time of the Damage, the Insured had agreed under contract or trading relationship to supply goods or services, up to a limit of 15% of the Sum Insured for Maximum Single Loss or Estimated Gross Profit (whichever is applicable).

**E Storage Sites**

Damage (not otherwise excluded) to the Insured's Motor Vehicles whilst stored in any premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man not occupied or owned by the Insured, up to a limit of 15% of the Sum Insured for Maximum Single Loss or Estimated Gross Profit (whichever is applicable).

**F Goods in Transit**

Damage (not otherwise excluded) to property of the Insured whilst in transit anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in any other member country of the European Union, up to a limit of 5% of the Sum Insured for Maximum Single Loss or Estimated Gross Profit (whichever is applicable).

**G Closure**

The closure of all or part of the Location following:

- a** murder or suicide occurring at the Location;
- b** the occurrence of the following diseases:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever, at the Location;
- c** poisoning directly caused by the consumption of food or drink provided at the Location;
- d** the discovery of vermin or pests at the Location; and
- e** any accident causing defects in the drains or other sanitary arrangements at the Location.

Provided the use of the Location is restricted on the order or advice of a competent authority.

The maximum amount payable under each of a to e above is £25,000 during each Period of Insurance.

**H Public Utilities**

Damage (not otherwise excluded) to property at any:

- a** generating station or sub-station of any public electricity supply undertaking;
- b** land based premises of any public gas supply undertaking or of any natural gas producer linked directly therewith;
- c** water works or pumping station of any public water supply undertaking; or
- d** land based premises of any public telecommunications undertaking,

from which the Insured obtains electricity, gas, water or telecommunications services all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**I Accidental Failure of Public Supply**

Accidental, total or partial failure of the public supply of:

- a** electricity at the terminal point of the supply undertaking's service feed to the Location;
- b** gas at the supply undertaking's meters at the Location;
- c** water at the supply undertaking's main stop cock serving the Location; or
- d** fixed effluent system from the Location (outside the control and responsibility of the Insured),

provided that the Company shall not be liable for any loss of Gross Profit arising from or due to:

- i** any failure resulting from the Insured's wilful act or neglect;
- ii** a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;
- iii** a scheme of rationing unless solely necessitated by Damage to the supply undertaking's generating or supply equipment;
- iv** any industrial action or drought; or
- v** any failure which does not involve a cessation of supply for at least 30 consecutive minutes.

**J Denial of Access**

Damage (not otherwise excluded) to property in the vicinity of the Location preventing or hindering access to or use of such Location, whether the Location or property of the Insured therein shall be damaged or not, but excluding the property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services.

**Note:** Extensions A, B, C, D, H and I shall not apply in respect of Loss of Gross Profit following interruption of the Business as a result of Engineering Damage.

# Section 3 | Business Money & Personal Accident (Assault)

## Definitions

The definitions which apply to this Section and are in addition to the General Definitions are as follows.

### Money

Cash, bank and treasury notes, cheques and giro cheques (other than blank or partly completed cheques and giro cheques), travellers cheques, bills of exchange, bankers drafts, giro drafts, postal orders, money orders, premium bonds, current postage and revenue stamps, trading stamps, national insurance stamps (whether affixed to cards or otherwise), national savings and holiday with pay stamps, gift tokens, luncheon vouchers, phone cards, consumer redemption vouchers and travel tickets all belonging to the Insured or for which responsibility has been accepted by the Insured.

### Non-Negotiable Currency

Crossed cheques, crossed giro cheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders, national savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, Value Added Tax purchase invoices all belonging to the Insured or for which responsibility has been accepted by the Insured.

## Business Money

The Company will indemnify the Insured for Damage, by any cause not excluded, to Money and Non-Negotiable Currency in any of the Situations occurring during the Period of Insurance.

Provided that the liability of the Company shall in no case exceed the Maximum Amounts stated in the Schedule any one claim.

## Situations

### 1 In Transit or on Contract Sites

In transit in the custody of the Insured or any authorised person acting on behalf of the Insured or by registered post or at any of the Insured's contract sites while the Employees are working at such sites.

### 2 In a Bank Night Safe

### 3 In the Location during Business Hours

In an enclosed building at the Location during Business Hours.

### 4 In the Location outside Business Hours in locked safe

In a locked safe (details of which shall be lodged with the Company by the Insured) in an enclosed building at the Location outside Business Hours.

### 5 In the Location outside Business Hours not in locked safe

Not in a locked safe or locked till in an enclosed building at the Location outside Business Hours.

### 6 Fuel Sales Staff

In the custody of fuel sales Employees overnight at the Location i.e. after 8pm until closing or until normal opening the next day (whichever is the earlier).

### 7 Private Dwellings

In the private dwelling of the Insured or any authorised partner, director or Employee of the Insured.

### 8 Non-Negotiable Currency

Non-Negotiable Currency in any of the situations described above.

### 9 ATM

Whilst within any automated teller machine at any Location:

- a in an enclosed building; or
- b externally fitted in a building,

at the Location and where the filling of such automated teller machine is the responsibility of the Insured.

## Extensions to this Sub-Section

The insurance provided by this Sub-Section extends to include the following:

### A Damage to Safes

Damage to:

- a any safe, strongroom, franking machine or automated teller machine for which the Insured is responsible; and
  - b any container or waistcoat whilst being used for carrying Money,
- resulting from theft or attempted theft of Money, up to an amount not exceeding the cost of repair or replacement.

### B Damage to Clothing

Damage to clothing and personal effects belonging to the Insured or any partner or director of the Insured or Employee resulting from theft or attempted theft of Money up to an amount not exceeding £1,000 for any one person any one claim.

### C Credit Cards

The Company will indemnify the Insured for any amount for which the Insured becomes liable under the terms of issue of any bank charge, credit, debit or cash card used only in connection with the Business following fraudulent use by any unauthorised person. The liability of the Company shall not exceed £500 during any one Period of Insurance.

Provided that the Insured reports the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and has complied with the conditions of issue of the card.

### D Vehicle Excise Discs in locked safe

Vehicle excise licenses (tax discs) for which the Insured is responsible whilst stored in a locked safe (details of which shall be lodged with the Company by the Insured) in an enclosed building at the Location.

Provided that the liability of the Company shall in no case exceed the Maximum Amounts stated in the Schedule any one claim.

## Conditions Precedent to this Sub-Section

It is a condition precedent to the liability of the company that:

### 1 Money Records

A complete record of all Money and Non-Negotiable Currency at the Location must be kept in a secure place other than in any safe or other receptacle containing the Money or Non-Negotiable Currency.

### 2 Safe Keys

Safe Keys must be removed from the Location outside Business Hours.

### 3 Safes

Details of the safes used for containing Money must be lodged with the Company by the Insured.

### 4 Cash Tills

After Business Hours all cash tills must have their drawers left open with all contents other than small change removed elsewhere.

### 5 Automated Teller Machine Clause

- a The automated teller machine units must be emptied at the end of each working day and the money within transferred to a safe approved by the Company for the amount of cash involved. Such transfer is to be carried out only after the Location concerned has been cleared of all customers then locked to deny further access to that Location and whilst there are at least two able bodied Employees present in that Location during the transfer. Alternatively the cash must be deposited in a Bank Night Safe with the transfer to the bank being undertaken in accordance with the Accompaniment Requirements in Condition 6 of this Section.
- b Outside of Business Hours the automated teller machine door and security container within must be left open, empty and unlocked.
- c Whenever the automated teller machine is opened, the Location concerned must be cleared of all customers then locked to deny further access to that Location and at least two able bodied Employees are to be present in that Location.
- d Notices must be prominently displayed within the Location concerned stating that the automated teller machine is protected by a smoke generating and/or banknote degradation system and holds no cash outside of working hours.

## Business Money *continued*

### Conditions Precedent to this Sub-Section *continued*

#### 6 Transit Limits

Money (other than Non-Negotiable Currency) in transit must be accompanied by the following numbers of persons between the ages of 16 and 75:

Amount of Money in transit at any one time	Accompaniment requirement
Up to and including £3,000	1 person
Over £3,000 up to and including £6,000	2 persons
Over £6,000 up to and including £12,000	3 persons
Over £12,000	Approved security company

#### 7 Theft Protections

The Security Requirement Conditions specified under Section 1 shall also be operative in respect of the insurance provided under this Section.

### Exclusions to this Sub-Section

The Company shall not be liable under this Sub-Section for loss:

- 1 arising from fraud or dishonesty of any partner or director of the Insured or Employee if not discovered within fourteen working days of the occurrence of the loss;
- 2 insured by a fidelity guarantee insurance;
- 3 from unattended Motor Vehicles;
- 4 arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;
- 5 occurring outside Great Britain, Northern Ireland the Channel Islands or the Isle of Man; or
- 6 due to errors, omissions, depreciation in value, loss of market or indirect loss of any kind.

## Personal Accident (Assault)

In the event of Injury to any Insured Person during the Period of Insurance whilst engaged in their occupation in the Business which within twenty-four months is the sole cause of any of the Results detailed below, the Company will pay the Benefits stated below to the Insured or their legal representative.

### Definitions to this Sub-Section

The definitions which apply to this Sub-Section and are in addition to the General Definitions are as follows.

#### Insured Person

The Insured or any partner or director of the Insured or Employee aged not less than 16 years or not more than 75 years.

#### Injury

Accidental bodily injury caused solely and directly by violence occurring during theft or attempted theft of Money or Non-Negotiable Currency at any of the Situations under the Business Money Sub-Section above or of other property from the Location during Business Hours.

Results	Benefit
1 Death	£20,000
2 Loss of Limbs and/or Loss of Sight	£20,000
3 Permanent Total Disablement	£20,000
4 Temporary Total Disablement	£200 per week
5 Temporary Partial Disablement	£50 per week

#### Loss of Limbs

Physical separation of one or more hands or feet or permanent or total loss of use of one or more hands or feet.

#### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

#### Permanent Total Disablement

A disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to their usual occupation not being disablement following Loss of Limbs or Loss of Sight.



### Temporary Total Disablement

A disablement which prevents the Insured Person from continuously attending to their usual occupation or, if the Insured Person has no business or occupation, from attending to their normal duties.

### Temporary Partial Disablement

A disablement which prevents the Insured Person from engaging in or giving attention to a substantial part of their usual occupation.

### Extension to this Sub-Section

The insurance provided by this Sub-Section extends to include the following:

#### 1 Victim Support

If as a result of the theft or attempt thereof of Money or other Non-Negotiable Currency at any of the situations under the Business Money Sub-Section above or of other property from the Location during Business Hours the Insured Person shall suffer social and/or emotional impairment following assault or violence or threat thereof, the Company shall pay the fees for professional counselling but not exceeding:

- a any hourly cost of more than £40;
- b £1,000 for any Insured Person in respect of any one event; and
- c £5,000 in total for all Insured Persons in respect of any one event.

#### 2 Medical Expenses

In the event of Injury to an Insured Person under this Sub-Section, the Company will pay the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges up to a maximum amount of £1,000 any one person any one claim.

### Conditions to this Sub-Section

The following Conditions apply to this Sub-Section of the Policy.

#### 1 The following Benefit limitations apply:

- a No further Benefit shall be payable to the same Insured Person after payment of any Benefit for Injury under Results 2 or 3.

b Benefit under Result 3 is not payable before 104 weeks from the date of Injury or following a payment of Benefit under Result 2.

c Any Benefit paid under Result 4 shall be deducted from any Benefit thereafter becoming payable under Results 1, 2 or 3.

d Benefit under Results 4 or 5 or any combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these Results to occur.

e Benefit under Results 4 and 5 shall be payable when the total amount has been agreed by the Company or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of the Injury for which the Benefit is to be paid to the Company.

2 Death shall not be presumed by the disappearance of the Insured Person.

3 In the event of death of an Insured Person the Company shall be entitled to have a post-mortem examination at its own expense.

4 In the event of disablement of an Insured Person, the Insured Person must immediately place himself under the care of a qualified medical practitioner and, as often as may be required, submit to medical examination at the Company's expense.

5 All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured under this Sub-Section and shall be in such form and of such nature as the Company shall prescribe.

### Exclusion to this Sub-Section

#### Pre Existing Conditions

The Company shall not be liable under this Sub-Section in respect of any death or disablement attributable to or accelerated or pre-existing physical or mental condition.

## Section 4 | Wrongful Conversion

The Company will indemnify the Insured in the event of any loss sustained by the Insured resulting from any Motor Vehicle purchased by the Insured during the Period of Insurance being subject to a breach of implied warranty of title, in that if:

- 1 the rightful and lawful owner thereof substantiates a valid claim for the return of the Motor Vehicle or its equivalent value; or
- 2 the person to whom the Insured has purported to have sold the Motor Vehicle substantiates a valid claim for damages in lieu of the Motor Vehicle being returned to its rightful owner,

the Company will pay the Insured up to the Single Vehicle Limit stated in the Schedule for each such Motor Vehicle.

Provided that:

- a all payments for Motor Vehicles purchased or allowances for part exchange shall be settled by cheque or credit against the new purchase;
- b no payment must be made until HPI Limited or Experian Limited confirm the Motor Vehicle is not the subject of hire purchase interest. Such confirmation in writing will be required by the Company in the event of a claim; and
- c the maximum liability of the Company under this Section shall not exceed £500,000 in any one Period of Insurance.

### Excess

The Company shall not be liable for 20% of each and every claim under this Section.

# Section 5 | Employers' Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of an Occurrence;
- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
  - 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Definitions

The definitions which apply to this Section and are in addition to the General Definitions are as follows.

### Occurrence

Bodily Injury caused to any Employee occurring anywhere within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

### Indemnity Limit

The Company's liability (inclusive of all costs and expenses) under this Section payable in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

### Bodily Injury

Bodily Injury which shall include death, disease or illness.

### Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Location;
- b** private work undertaken by any Employee or with the Insured's consent for any director or partner of the Insured; and
- c** the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Special Conditions

The following Conditions apply to this Section of the Policy

#### 1 Provisions of Law

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to Employees within the Territorial Limits but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

#### 2 Certificate of Employers' Liability Insurance

If this Policy or Section is cancelled, any certificate of employers' liability insurance shall be similarly cancelled from the same date.

#### 3 Contractual Liability

In relation to any legal liability assumed by the Insured under agreement which would not have attached to the Insured in the absence of such agreement, this Section will only apply if the Company retains sole conduct and control of any claim against the Insured relating to such liability.

### Exclusions

The Company shall not be liable under this Section in respect of Bodily Injury:

- 1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this exclusion the expressions "vehicle", "use" and "road" shall have the same meanings as in Part VII of the Road Traffic Act 1988; or
- 2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform.

## Extensions

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section, the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- a** any director or partner of the Insured                   £250
- b** any Employee   £150

### B Cross Liabilities

Where the Insured comprises more than one party, the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

### C Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay prosecution costs for which the Insured is legally liable and any costs incurred with the Company's written consent in appealing against any judgment given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

### D Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by a contract between the Insured and the principal in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

- a** the Company shall retain sole conduct and control of any claim; and
- b** the principal shall observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section in so far as they can apply.

### E Indemnity to Others

The Insured shall also include:

- a** personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b** if the Insured so requests:
  - i** any director or partner of the Insured or Employee while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured; and
  - ii** any officer or member of the Insured's canteen, sports, social or welfare organisations and fire security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms, conditions, exclusions and limits applicable to this Section in so far as they can apply.

### F Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situated in the Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgment, the Company will, at the Insured's request, pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a** there is no appeal outstanding; and
- b** if any payment is made under the terms of this Extension, the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

### G Work Overseas

The indemnity provided under this Section shall extend to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.

# Section 6 | Public Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent;
 in respect of the Occurrences;
- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Definitions

The definitions which apply to this Section and are in addition to the General Definitions are as follows.

### Occurrences

- 1 accidental Bodily Injury to any person;
- 2 Damage to Property;
- 3 obstruction, trespass, nuisance or interference with any easement of air, light, water or way;
- 4 wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

occurring anywhere within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

### Bodily Injury

Bodily Injury which shall include death, disease or illness.

### Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Location;

- b** private work undertaken by any Employee or, with the Insured's consent, for any director or partner of the Insured; and
- c** the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Craft

Any craft or thing made or intended to float on or in or travel through water, air or space.

### Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Special Conditions

The following Conditions apply to this Section of the Policy:

#### 1 Actions brought outside the European Union

In respect of legal liability arising in or any action for damages brought in any country which is not a member of the European Union or if any subsequent action is brought elsewhere in the world, the Indemnity Limit stated in the Schedule shall be the maximum payable by the Company inclusive of all costs and expenses.

#### 2 Contractual Liability

In relation to any legal liability assumed by the Insured under agreement which would not have attached to the Insured in the absence of such agreement, this Section will only apply if the Company retains sole conduct and control of any claim against the Insured relating to such liability.

## Special Conditions *continued*

### 3 Use of Heat

It is a condition precedent to the liability of the Company that the undernoted precautions must be complied with whenever the following equipment is used anywhere other than at the Insured's Location.

#### a Blow Lamps or Blow Torches

- i The area in which the equipment is to be used is cleared of loose combustible material.
- ii Lighted blow lamps or blow torches are continuously attended and extinguished immediately after use.
- iii Blow lamps or blow torches are filled only in the open.
- iv A fire extinguisher, as deemed necessary in accordance with your fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.
- v A thorough examination is made in and about the area in which the work using the equipment has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

#### b Welding or Flame Cutting Equipment

- i The area in which the equipment is to be used is cleared of loose combustible material.
- ii Other combustible material, including floors in the area in which the equipment is to be used, is covered with overlapping sheets of incombustible material.
- iii Lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use.
- iv Before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors, examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat.
- v A fire extinguisher, as deemed necessary in accordance with your fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.

- vi A thorough examination is made in and about the area in which the work using the equipment has been undertaken, including behind walls, partitions, ceilings or floors, immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

## Exclusions

The Company shall not be liable under this Section in respect of:

- 1 the cost of replacing or making good faulty defective or incorrect:
  - a workmanship; or
  - b materials, goods or other property sold, supplied, installed or erected by or on behalf of the Insured;
- 2 Damage to Property sustained while it is being worked upon and directly resulting from such work;
- 3 legal liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;
- 4 legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement by the Insured in the Business;
- 5 legal liability for Damage to Property belonging to or in the charge or under the control of the Insured, but this Exclusion shall not apply to directors' or partners' of the Insured, Employees' or visitors' property including vehicles or their contents or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased, rented or hired to the Insured);
- 6 legal liability caused by or arising from the ownership, possession or use by or on behalf of the Insured of any:
  - a Craft other than hand propelled watercraft; or
  - b mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from:
    - i the use of plant as a tool of trade on site or at the Location;
    - ii the loading or unloading of such vehicle;
    - iii the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business; or
    - iv the possession of any such vehicle at the Location,
 but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle;

- 7** legal liability arising out of any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, maintained, altered, erected, installed, examined, checked, or treated by or on behalf of the Insured in connection with the Business and no longer in the charge or control of the Insured other than:
- i** food or drink sold or supplied for consumption by the Insured's directors, partners, Employees or visitors; or
  - ii** the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose;
- 8** liquidated damages, fines or penalties;
- 9** punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 10** all legal liability in respect of Pollution or Contamination other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that
- a** all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
  - b** the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit; and
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 11** all legal liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
- 12** legal liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform; or
- 13** the first £250 of each and every claim in respect of Damage to Property.

## Extensions

### A Contingent Motor

Notwithstanding Exclusion 6 under this Section, the indemnity provided by this Section extends to indemnify the Insured against legal liability arising out of the use in the course of the Business of any Motor Vehicle which is not the property of, nor provided by, the Insured.

Provided that the Company shall not be liable:

- a** for loss, destruction or damage to such vehicle or any property contained therein;
- b** whilst such vehicle is being driven by the Insured;
- c** whilst such vehicle is being driven with the consent of the Insured by any person who does not hold a licence to drive such vehicle;
- d** for legal liability for which the Insured is entitled to indemnity under any other insurance; or
- e** for legal liability arising outside the Territorial Limits.

### B Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section, the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- |   |       |
|---|-------|
| <b>a</b> any director or partner of the Insured | £250  |
| <b>b</b> any Employee                           | £150. |

### C Cross Liabilities

Where the Insured comprises more than one party, the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

### D Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance.

## Extensions *continued*

### D Health and Safety at Work etc. Act 1974 *continued*

The Company will also pay prosecution costs awarded for which the Insured is legally liable and any costs incurred with the Company's written consent, in appealing against any judgment given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

### E Member to Member Liability

The indemnity provided by this Section is extended to indemnify any member of the Insured's sports or social organisations in respect of legal liability for accidental Bodily Injury or Damage to Property sustained by fellow members of such organisations while engaged in the activities of such organisations.

### F Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by the contract between the Insured and the principal in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

- a the Company shall retain sole conduct and control of any claim; and
- b the principal shall observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section in so far as they can apply.

### G Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
  - i any director or partner of the Insured or Employee while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured; and
  - ii any officer or member of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, conditions, exclusions and limits applicable to this Section in so far as they can apply.

### H Leased or Rented Premises

Exclusion 5 of this Section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired to the Insured.

Provided that this indemnity shall not apply to:

- a Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.
- b The first £250 of each and every claim.

### I Defective Premises Act 1972

The Company will indemnify the Insured under this Section in respect of legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (or any replacement legislation) in connection with any business premises or land disposed of by the Insured.

Provided that this Extension shall not apply to:

- a the cost of rectifying any damage or defect in the premises or land disposed of; or
- b legal liability for which the Insured is entitled to indemnity under any other policy.

### J Overseas Personal Liability

The indemnity provided by this Section is extended to indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee or any family member accompanying them while temporarily outside the Territorial Limits in connection with the Business against legal liability as provided by this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

- a to legal liability arising out of the ownership or tenure of any land or building; or
- b where indemnity is provided by any other insurance.



## K Data Protection Act 1998

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against the sums which the Insured or any director or partner of the Insured or any Employee become(s) legally liable to pay as compensation under Section 13 of the Data Protection Act 1998 (or any replacement legislation) for damage or distress caused in connection with the Business during the Period of Insurance, provided that the Insured is:

- a a registered user in accordance with the terms of the Data Protection Act 1998; and
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i any damage or distress caused by any deliberate act or omission by the Insured, the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
- ii any damage or distress caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying, rewriting or erasing data;
- iv legal liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person; or
- v the payment of fines or penalties.

## L Work Overseas

The indemnity provided under this Section shall extend to apply:

- a within any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged on the Business of the Insured
- b elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured,

Provided that such Employee is ordinarily resident within the Territorial Limits.

# Section 7 | Defective Workmanship

The Company will, subject to the Indemnity Limit, indemnify the Insured against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
- b** claimants' costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent, in respect of the Occurrences;
- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Definitions

**The definitions which apply to this Section and are in addition to the General Definitions are as follows.**

### Occurrences

- 1 accidental Bodily Injury to any person; or
- 2 Damage to Property,

occurring anywhere within the Territorial Limits during the Period of Insurance and caused by any Contingencies performed, effected sold or supplied by the Insured in or from the Territorial Limits in connection with the Business.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of all Occurrences during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

### Bodily Injury

Bodily Injury which shall include death, disease or illness.

### Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Location;
- b** private work undertaken by any Employee of the Insured or, with the Insured's consent, for any director or partner of the Insured; and

- c** the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Contingencies

- a** The repair, servicing or maintenance of any Motor Vehicle including the supply of parts, components or accessories necessary to achieve such process of repair, servicing or maintenance;
- b** the examination of Motor Vehicles in accordance with the Motor Vehicles (Tests) Regulations;
- c** the pre-delivery check of new Motor Vehicles as required by the manufacturers and the fitting of additional accessories to them; and
- d** the sale of Motor Vehicles or any other goods (including any containers) relevant to the Business.

### Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

### Territorial Limits

Anywhere in the world, excluding any premises occupied or owned by the Insured which are not stated in the Schedule.

### Special Conditions

**The following Conditions apply to this Section of the Policy.**

#### 1 Actions brought outside the European Union

In respect of legal liability arising in (or any action for damages brought in) any country which is not a member of the European Union or if any subsequent action is brought elsewhere in the world, the Indemnity Limit stated in the Schedule shall be the maximum payable by the Company inclusive of all costs and expenses.

#### 2 Contractual Liability

The indemnity provided by this Section will not apply to legal liability assumed by the Insured under agreement (other than under any condition or warranty of goods implied by law), unless such liability would have attached in the absence of such agreement.

## Exclusions

The Company shall not be liable under this Section in respect of:

- 1 any claim arising whilst any Motor Vehicle is being driven by or on behalf of the Insured;
- 2 the cost of refund, repair, reinstatement or rectification of the original repair, servicing or maintenance work having been carried out by or on behalf of the Insured which give(s) rise to a claim hereunder;
- 3 the cost of refund, repair, alteration, replacement, removal or recall of:
  - a any Motor Vehicle; or
  - b any other goods (including parts, components, accessories and any containers) sold or supplied by or on behalf of the Insured which give(s) rise to a claim hereunder.

Provided that this Exclusion does not apply in respect of Damage to such Motor Vehicle arising as a direct result of the activities described by Contingencies **a**, **b** and/or **c** having been carried out by or on behalf of the Insured;

- 4 legal liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;
- 5 legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement by the Insured in the Business;
- 6 legal liability caused by or arising from Property in the Insured's charge or control;
- 7 liquidated damages, fines or penalties;
- 8 punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 9 all legal liability in respect of Pollution or Contamination other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
  - a all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
  - b this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 10 all legal liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;

- 11 the Contingencies performed, effected, sold or supplied by the Insured which, to the knowledge of the Insured, are exported to the United States of America and/or Canada and/or their dependencies or trust territories, unless otherwise agreed by the Company; and
- 12 the first £250 of each and every claim in respect of Damage to Property.

## Extensions

### A Financial Loss

This Section is extended to indemnify the Insured against legal liability for damages and claimants' costs and expenses if the Insured is ordered to pay the same by the court or if the Insured paid the same with the Company's written consent in respect of any claim for financial loss occurring during the Period of Insurance.

Provided that the Company's liability under this Extension in respect of all claims made against the Insured occurring during any one Period of Insurance, including costs and expenses incurred with the Company's consent in the defence and settlement of any claims shall not exceed £100,000

For the purpose of this Extension "financial loss" means an accidental pecuniary loss, cost or expense incurred by any retail purchaser of goods sold or supplied by the insured in connection with the Business which under the Sale of Goods Act is not of satisfactory quality or reasonably fit for the purpose for which it is intended.

### Exceptions to this Extension

The indemnity provided by this Extension shall not apply to:

- i financial loss resulting from Bodily Injury, or Damage to Property;
- ii legal liability which attaches to the Insured by reason of an express term of contract, unless liability would have attached to the Insured in the absence of such term;
- iii the cost of refund, repair, alteration, replacement, removal or recall of any Motor Vehicle or any other goods (including parts, components, accessories and any containers) sold or supplied by or on behalf of the Insured which give rise to a claim hereunder, or any refund for such Motor Vehicle or other goods;
- iv legal liability arising from any professional act, error, omission or advice;

## Extensions *continued*

- v goods (including parts, components, accessories and any containers) sold or supplied which, to the knowledge of the Insured are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless agreed otherwise by the Company;
- vi the first £100 of each and every claim.

### Special Provision applicable to this Extension

If during the currency of this Section, the Insured becomes aware of any circumstances which may be likely to give rise to a claim falling under this Extension and the Insured give written notice to the Company of such circumstances during the Period of Insurance, any claim which may subsequently be made against the Insured arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the period of this Section whenever such claim may actually be made.

## B Damage to Own Motor Vehicles

This Section is extended to indemnify the Insured against Damage to any Motor Vehicle belonging to or hired by the Insured occurring during the Period of Insurance in connection with the Business and caused by or arising from any of the activities described by Contingencies a, b and/or c having been carried out on all Motor Vehicles by or on behalf of the Insured.

Provided that the liability of the Company under this Extension is limited to £100,000 in respect of all claims during any one Period of Insurance.

In the event of Damage giving rise to a claim falling under this Extension, the Company may, at the Company's option repair, reinstate or replace such Motor Vehicle or part thereof or make good the Damage by payment of money. If the Company elect to, or become bound to, repair, reinstate or replace such Motor Vehicle or part thereof, the Company shall not be bound to reinstate such Motor Vehicle exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

### Exceptions to this Extension

The indemnity provided by this Extension shall not apply to:

- i any claim arising whilst any Motor Vehicle is being driven by or on behalf of the Insured;
- ii any Damage sustained whilst the Motor Vehicle is actually undergoing any of the activities described by Contingencies a, b and/or c;

- iii any Damage caused by or arising from wear and tear, depreciation or mechanical or electrical breakdown or failure;
- iv any amount in excess of the market value of the Motor Vehicle at the time the Damage occurs; and
- v the first £250 of each and every claim.

## C Consumer Protection and Food Safety Acts

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or Employee against legal costs and expenses incurred with the Company's written consent in connection with the defence of any proceedings, or an appeal against conviction arising from such proceedings, brought for a breach of:

- a Part 2 of the Consumer Protection Act 1987; or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990,

committed or alleged to have been committed in the course of the Business during the Period of Insurance.

Provided that this indemnity shall not apply to:

- i the payment of fines or penalties;
- ii proceedings or appeals in respect of any deliberate act or omission by the Insured; or
- iii costs or expenses insured by any other policy of insurance.

## D Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
  - i any director or partner of the Insured or Employee while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and
  - ii any officer or member of the Insured's canteen, sports, social or welfare organisations and fire security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, conditions, exclusions and limits applicable to this Section in so far as they can apply.

# Section 8 | Engineering Inspection

Where the Insured contracts the Company to carry out an Inspection, the Inspecting Authority will make periodical inspections of the Statutory Plant and, if applicable, All Other Plant described in the Schedule and the Insured agrees to prepare and make available the Statutory Plant and, if applicable, All Other Plant at no expense to the Company or the Inspecting Authority to enable the Inspecting Authority to carry out such inspections and report thereon.

## Inspecting Authority

Any qualified inspection service as authorised by the Company.

## Definitions

**The definitions which apply to this Section and are in addition to the General Definitions are as follows.**

### Statutory Plant

Boiler/pressure plant and lifting/handling plant.

### All Other Plant

Electrical/mechanical plant and local exhaust ventilation plant.

### Inspection

In respect of Statutory Plant:

#### Boiler/pressure plant

Thorough examination of all pressure systems, containing a relevant fluid, which require a written scheme of examination under regulation 8 of The Pressure Systems Safety Regulations 2000

and

#### Lifting/handling plant

Thorough examination of equipment used for the purpose of raising and/or lowering a load (where the load can include persons) as required by regulation 9 of The Lifting Operations & Lifting Equipment Regulations.

In respect of All Other Plant (if applicable):

#### Electrical/mechanical plant

Visual inspection of motors/compressors contained within qualifying pressure systems under the boiler/pressure plant schedule

and

#### Local exhaust ventilation plant

Thorough examination and test of all systems used for the extraction of vehicle exhaust gases, solvent or paint fumes and brake lining dust as required by regulation 9 of The Control of Substances Hazardous to Health Regulations (This excludes the initial appraisal or re-validation of such systems as may be required under HSE HSG54 Local exhaust ventilation).

# Section 9 | Legal Expenses

Claims under this Section are administered and managed by DAS Legal Expenses Insurance Company Limited on behalf of the Company.

The Company will cover the Insured in respect of any Insured Incident arising in connection with the Business in accordance with the terms, definitions, conditions and exclusions of this Section.

Provided that:

- a the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- b the legal proceedings will be dealt with by a court, or other body which DAS agrees to, in the Territorial Limit; and
- c in civil claims it is always more likely than not that the Insured will recover damages (or obtain any other legal remedy which DAS has agreed to) or make a successful defence.

For all Insured Incidents, DAS will help in appealing or defending an appeal as long as the Insured Person tells DAS within the time limits allowed that they want DAS to appeal. Before the Company pay any Costs and Expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used, the Company will pay the Costs and Expenses incurred for this.

Compensation awards will be paid where agreed by DAS.

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

## Definitions

The definitions which apply to this Section and are in addition to the General Definitions are as follows.

### Aspect Enquiry

An examination by HM Revenue & Customs which is limited to one or more specific aspects of the Insured's self assessment and/or corporation tax return.

## Costs and Expenses

### Accountant's Costs

A reasonable amount in respect of all costs reasonably incurred by the Representative.

### Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative or while attending jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured will not pay for.

The amount the Company will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

### Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pay them with the agreement of DAS.

## DAS

DAS Legal Expenses Insurance Company Limited.

### Date of Occurrence

- 1 For civil cases (other than under Insured Incident 4 Tax Protection, the Date of Occurrence is when the cause of action first accrued
- 2 For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
- 3 For licence or registration appeals, the Date of Occurrence is when the Insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Insured's licence or British Standard Certificate of Registration.
- 4 For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when HM Revenue & Customs or equivalent bodies in the Isle of Man or the Channel Islands first notifies the Insured in writing of the intention to make enquiries.

- 5 For Tax Intervention Enquiries, the Date of Occurrence is when HM Revenue & Customs or equivalent bodies in the Isle of Man or the Channel Islands first contacts the Insured in relation to commencing an intervention enquiry into the Insured's Business accounts
- 6 For employers' compliance disputes and Value Added Tax disputes (both under Insured Incident 4 Tax Protection, the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Insured.

### Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the Insured's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the Insured's self assessment and/or corporation tax return.

### Insured Person

The Insured and/or any directors, partners, or managers of the Insured and Employees.

### Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in accordance with the terms of this Section.

### Tax Intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in the Insured's financial accounting records to highlight areas where errors have or may occur.

### Territorial Limit

For Insured Incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury, the Member Countries of the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

### For all other Insured Incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## Insured Incidents

### 1 Employment Disputes and Compensation Awards

#### a Employment Disputes

DAS will defend the Insured's legal rights:

- 1 prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Employee; or
- 2 in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3 in legal proceedings in respect of any dispute with:
  - a an Employee or ex-Employee or a trade union acting on behalf of an Employee or ex-Employee which arises out of, or relates to, a contract of employment with the Insured; or
  - b an Employee, prospective Employee or ex-Employee arising from an alleged breach of their statutory rights under employment legislation.

#### What is not covered:

- 1 Any claim in respect of damages for personal injury or loss of or damage to property.
- 2 Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

#### b Compensation Awards

The Company will pay:

- 1 any basic and compensatory award; and/or
- 2 any order for compensation following a breach of the Insured's statutory duties under employment legislation,

in respect of a claim DAS have accepted under Insured Incident 1a.

Provided that:

- 1 In cases relating to performance and/or conduct, the Insured have throughout the employment dispute either:
  - a followed the ACAS Code of Practice on Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
  - b followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c sought and followed advice from DAS legal advice service.

## Insured Incidents *continued*

### b Compensation Awards

- 2 For an order of compensation following the Insured's breach of statutory duty under employment legislation, the Insured have at all times sought and followed advice from DAS legal advice service since the date when the Insured should have known about the employment dispute.
- 3 For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured have sought and followed advice from DAS claims department prior to serving notice of redundancy.
- 4 The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.
- 5 The total of the compensation awards payable by the Company shall not exceed £1,000,000 in the aggregate in any one Period of Insurance.

#### What is not covered:

- 1 Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes; or
  - statutory rights in relation to Sunday shop and betting work.
- 2 Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3 Any award ordered because the Insured have failed to provide relevant records to Employees under the National Minimum Wage laws.
- 4 Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

### c Service Occupancy

DAS will negotiate for the Insured's legal rights against an Employee or ex-Employee to recover possession of premises owned by the Insured, or for which the Insured are responsible.

#### What is not covered:

Any claim relating to defending the Insured's legal rights other than defending a counter-claim.

## 2 Legal Defence

At the Insured's request:

- 1 DAS will defend the Insured Person's legal rights:
  - a prior to the issue of legal proceedings when dealing with the Police and/or Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer, where it is alleged that the Insured Person has or may have committed a criminal offence; or
  - b following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; or
  - c if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. The Company will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- 2 DAS will defend the Insured Person's legal rights following civil action taken against the Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- 3 DAS will defend the Insured Person's (other than the Insured's) legal rights if:
  - a an event arising from their work as an Employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - b civil action is taken against them as a trustee of a pension fund set up for the benefit of the Insured's Employees.
- 4 DAS will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the Insured's Business.



- 5 DAS will represent the Insured in appealing against the refusal of the Information Commissioner to register the Insured's application for registration.
- 6 The Company will pay the Attendance Expenses of an Insured Person for jury service.

Provided that:

- 1 Insofar as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the Territorial Limit shall be any place where that Act applies.
- 2 At the time of the Insured Incident, the Insured have registered with the Information Commissioner in respect of Insured Incident 2 (1)(c).

#### What is not covered:

Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a Motor Vehicle.

### 3 Property Protection and Bodily Injury

#### a Property Protection

DAS will negotiate for the Insured's legal rights in any civil action relating to material property which is owned by the Insured, or is the Insured's responsibility, following:

- 1 any event which causes or could cause physical damage to such material property; or
- 2 any nuisance or trespass.

#### What is not covered

Any claim relating to the following:

- 1 a contract entered into by the Insured;
- 2 goods in transit or goods lent or hired out;
- 3 goods at premises other than those occupied by the Insured unless the goods are at such premises for the purpose of installations or use in work to be carried out by the Insured;
- 4 mining subsidence;
- 5 defending the Insured's legal rights other than in defending a counter-claim; or
- 6 a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where the Insured are engaged in the business of selling motor vehicles.

#### b Bodily Injury

At the Insured's request, DAS will negotiate for an Insured Person and their family members' legal rights following an event which causes the death of, or bodily injury to, them.

#### What is not covered

Any claim relating to the following:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- 2 defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
- 3 a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

### 4 Tax Protection

#### a Full or Aspect Enquiries

DAS will negotiate on the Insured's behalf in respect of a Full Enquiry and/or Aspect Enquiry and represent the Insured in any subsequent appeal proceedings.

#### b Tax Intervention Enquiries

DAS will negotiate on the Insured's behalf and represent the Insured in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.

#### c Employers' Compliance

DAS will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings in respect of a dispute concerning the Insured's compliance with any Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

#### d VAT Disputes

DAS will negotiate on the Insured's behalf and represent the Insured Person in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

- 1 For all Insured Incidents, the Insured has taken reasonable care to ensure that all tax returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- 2 The Company will not pay more than £2,000 per enquiry for Aspect Enquiries or Tax Intervention Enquiries.

## Insured Incidents *continued*

### What is not covered:

- 1 In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim.
- 2 Any Insured Incident arising from a tax avoidance scheme.
- 3 Any Insured Incident caused by the Insured's failure to register for Value Added Tax.
- 4 Any Insured Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- 5 Any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## 5 Statutory Licence Protection

DAS will represent the Insured in appealing to the relevant statutory or regulatory authority, court or tribunal, following a decision by a licensing or regulatory authority to suspend or alter the terms of, or refuse to renew, or cancel, the Insured's licence, mandatory registration or British Standard Certificate of Registration.

### What is not covered:

- 1 An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- 2 Any licence appeal relating to the ownership, driving or use of a motor vehicle.

## 6 Contract Disputes

DAS will negotiate for the Insured's legal rights in a contractual dispute arising from that agreement, or that alleged agreement, which has been entered into or alleged to have been entered into by or on the Insured's behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- 1 The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, the Insured will be responsible for the first £500 of Legal Costs in each and every claim.
- 2 If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- 3 If the dispute relates to money owed to the Insured Person, a claim under this Section is made within 90 days of the money becoming due and payable.

### What is not covered:

- 1 Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this Section if the Date of Occurrence is within the first 90 days of the indemnity provided by this Section.
  - 2 Any claim relating to the following:
    - a the settlement payable under an insurance policy;
    - b a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
    - c a loan, mortgage, pension or any other financial product and anything which the Insured does not have any means of possessing but would have a right to claim if it is withheld by action; or
    - d a motor vehicle owned by, or hired or leased to the Insured other than agreements relating to the sale of motor vehicles where the Insured are engaged in the business of selling motor vehicles.
  - 3 A dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with the Insured.
  - 4 A dispute which arises out of:
    - a the sale or provision of computer hardware, software, systems or services; or
    - b the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured's own specification.
  - 5 A dispute arising from a breach, or alleged breach, of professional duty by an Insured Person.
  - 6 The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- ## 7 Debt Recovery

DAS will negotiate for the Insured's legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

- 1 The debt exceeds £250.
- 2 A claim for debt recovery under this Section is made within 90 days of the money becoming due and payable.
- 3 DAS have the right to select the method of enforcement, or to forego enforcing judgment if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

**What is not covered:**

- 1 Any debt arising from an agreement entered into prior to the date from which this Policy incepts if the debt is due within the first 90 days of the indemnity provided by this Section.
- 2 Any claim relating to the following:
  - a the settlement payable under an insurance policy;
  - b a lease, licence or tenancy of land or buildings;
  - c a loan, mortgage, pension or any other financial product and anything which the Insured does not have any means of possessing but would have a right to claim if it is withheld by action; or
  - d a motor vehicle owned by, or hired or leased to, the Insured other than agreements relating to the sale of motor vehicles where the Insured are engaged in the business of selling motor vehicles.
- 3 A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- 4 The recovery of money and interest due from another party where the other party intimates that a defence exists.

**8 Tenancy Disputes**

DAS will represent the Insured in any legal proceedings for civil action relating to a tenancy dispute between the Insured and the Insured's landlord under the terms of the lease or tenancy agreement applying to the Location.

**What is not covered:**

- 1 Any claim arising from or relating to the amount, payment or non-payment of rent.
- 2 Any claim arising from or relating to the renewal of the lease or tenancy agreement.

**What is not covered by this Section**

- 1 Any claim reported to DAS more than 180 days after the date the Insured Person should reasonably have known about the Insured Incident.
- 2 Costs and Expenses incurred before the written acceptance of a claim by DAS.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1(b) Compensation Awards and 2 Legal Defence.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

- 5 Any claim relating to rights under a franchise or agency agreement, entered into by the Insured.
- 6 Any Insured Incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with DAS not otherwise dealt with under Condition 7 applicable to this Section.
- 8 Any claim relating to a shareholding or partnership share in the Business unless such shareholding was acquired under a scheme open to all Employees of the Business or a substantial number of them of a certain minimum grade, other than the directors or partners of the Business.
- 9 Judicial review.
- 10 Legal action an Insured Person takes which DAS or the Representative have not agreed to or where the Insured Person does anything that hinders DAS or the Representative.
- 11 When, either at the commencement of or during the course of a claim, the Insured is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with the Insured's creditors, or have entered into a deed or arrangement or are in liquidation or part or all of the Insured's affairs or property are in the care or control of a receiver or administrator.

**The following are Conditions Precedent to the liability of the Company applying to this Section**

An Insured Person must:

- a keep to the terms, definitions, conditions and exclusions of this Section;
- b notify DAS immediately of any alteration which may materially affect DAS' assessment of the risk;
- c take reasonable steps to keep any amount the Company have to pay under this Policy as low as possible;
- d try to prevent anything happening that may cause a claim;
- e send everything DAS reasonably ask for, in writing; and
- f give DAS full details of any claim as soon as possible and give DAS any information DAS need.

## Conditions which apply to this Section

- 1 **a** DAS can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time.  
DAS can negotiate any claims on behalf of an Insured Person.
  - b** The Insured Person is free to choose a Representative (by sending DAS a suitably qualified person's name and address) if:
    - i** DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the Insured Person in those proceedings; or
    - ii** there is a conflict of interest between the Insured and their Representative.
  - c** Before an Insured Person chooses a lawyer or an accountant, DAS can appoint a Representative.
  - d** A Representative will be appointed by DAS and represent an Insured Person according to DAS standard terms of appointment. The Representative must co-operate fully with DAS at all times.
  - e** DAS will have direct contact with the Representative.
  - f** An Insured Person must co-operate fully with DAS and with the Representative and must keep DAS up-to-date with the progress of the claim.
  - g** An Insured Person must give the Representative any instructions that DAS require.
- 2 **a** An Insured Person must tell DAS if anyone offers to settle a claim and must not agree to any settlement without DAS written consent.
  - b** If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
  - c** The Company may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 3 **a** If the Company ask, an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
  - b** An Insured Person must take every step to recover Costs and Expenses that the Company have to pay and must pay the Company any Costs and Expenses that are recovered.
- 4 If a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover

the Company provide will end at once, unless DAS agree to appoint another Representative.

- 5 If an Insured Person settles a claim or withdraws their claim without DAS' agreement, or does not give suitable instructions to a Representative, the cover the Company provide will end at once and the Company will be entitled to re-claim from the Insured Person any Costs and Expenses paid by the Company.
- 6 If there is a disagreement about the way DAS handle a claim that is not resolved through DAS' internal complaints procedure, DAS and the Insured Person can choose another suitably qualified person to arbitrate. DAS and the Insured Person must both agree to the choice of this person in writing. Failing this DAS will ask the president of a national association to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 7 DAS may at their discretion require the Insured Person to obtain an opinion from counsel at the Insured's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by the Company.
- 8 All legislation referred to within this Section's wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, as the case may be.

## Helpline Services

DAS provide these services 24 hours a day, 7 days a week during the Period of Insurance. To help DAS check and improve their service standards, DAS record all calls, except those made to the Counselling helpline.

## EuroLaw Commercial Legal Advice

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

## Tax Advice

DAS will give the Insured confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

### Business Assistance

In the event of an unforeseen emergency affecting the Insured's Location which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on the Insured's behalf. All costs of assistance provided are the Insured's responsibility.

### Health and Medical

DAS will give an Insured Person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Between the hours of 7pm and 9am DAS will take a message and the Health and Medical Adviser will contact the Insured Person the next day or at an agreed time.

To contact the above services, phone DAS on **0870 010 0458** quoting the policy number.

### Counselling

DAS will provide an Insured Person (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the Counselling helpline, phone DAS on **0117 934 2121**. These calls are not recorded.

### DASBUSINESSLAW

The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help the Insured run their Business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, the Insured will need to visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register using password DAS472301 and policy number TS5/5366110. When prompted to input the Insured's company name, please insert the prefix NIG followed by the name of the Insured's Business. If the Insured experience any problems accessing the service, please e-mail the problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk), quoting the above TS5 policy number.

Please note that, if the Insured have a specific problem or dispute, the Insured should always contact the EuroLaw Commercial Legal Advice helpline for assistance. See above for details.

### Claims

To make a claim under this Section please telephone DAS on **0870 010 0458**. DAS will ask about the Insured's legal dispute and, if necessary, call back at an agreed time to give the Insured legal advice. If the dispute needs to be dealt with as a claim under this Section, DAS will provide the Insured with a claim reference number. At this point DAS will not be able to confirm that the Insured are covered but DAS will pass the information given to them to their claims handling teams and DAS will explain what to do next.

If the Insured would prefer to report the claim in writing please send it to the DAS Head and Registered Office address which is:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively the Insured can email the claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims are usually handled by a Representative appointed by DAS, but sometimes DAS deal with claims themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

### When DAS cannot help

Please do not ask for help from a solicitor or accountant before DAS have agreed. If the Insured does, the Company will not pay the costs involved.

### Problems

DAS will always try to give the Insured a quality service. If the Insured think DAS have let the Insured down, please write to DAS Customer Relations Department at DAS Head Office address shown above. Alternatively the Insured can phone DAS on 0117 934 0066 or email DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of DAS internal complaint-handling procedures are available on request.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# Section 10 | Road Risks

The Company will provide insurance for the cover referred to as operative in the Schedule and described under this Section in respect of any accident, injury, loss or damage occurring in the Territorial Limits during any Period of Insurance but excluding any Insured Vehicle whilst in, or on:

- i any Location owned or occupied by the Insured; or
- ii any other place at which the Insured is carrying on motor trade activities (other than a road or public highway within the meaning of the Road Traffic Acts).

Any word or expression to which a particular meaning has been attached in the certificate of motor insurance issued hereunder shall also bear such meaning wherever it may appear in respect of this Section.

## Definitions

**The definitions which apply to this Section and are in addition to the General Definitions are as follows.**

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (or during transit by sea between any ports therein including loading or unloading).

### Excess

The first amount of any claim for loss or damage which is payable by the Insured.

### Insured Vehicle

Any Motor Vehicle the property of the Insured or in his custody or control which is used in connection with the Business, provided that such vehicle is not a goods carrying vehicle being used for hire or reward (use solely for breakdown purposes or use under a trade plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to trade licences is not deemed to be use for hire or reward).

An Insured Vehicle also includes any vehicle (mechanically propelled or otherwise) attached for the purpose of being towed by or being transported on an Insured Vehicle.

An Insured Vehicle does not include a vehicle:

- 1 privately owned by any Employee or relative of the Insured or hired to them under a hire purchase agreement except where the vehicle is in the custody or control of the Insured for sale, repair, testing, servicing, maintenance, cleaning or inspection;
- 2 whilst out on loan, hire or unaccompanied demonstration (unless otherwise stated).

## Comprehensive

Cover provided under all Indemnities under this Section unless otherwise stated on the Schedule.

### TPF&T (Third Party Fire and Theft)

Cover provided under all Indemnities unless otherwise stated on the Schedule but, under Indemnity 1 Accidental Damage, is restricted to loss or damage caused by fire, explosion or theft.

### TPO (Third Party Only)

Cover provided under all Indemnities unless otherwise stated on the Schedule but excluding Indemnity 1 Accidental Damage.

### Indemnity 1: Accidental Damage

The Company will indemnify the Insured against Damage to an Insured Vehicle and its accessories whilst thereon.

### Excess under Indemnity 1

The Company shall not be liable for:

the first amount of any claim in accordance with the Section Excess shown in the Schedule, which shall apply in addition to any additional excess or Endorsed Excess applied to this Section.

### Inexperienced Driver Excess

An additional excess of £250 which is applicable to persons holding a provisional licence or who have not held for a period of 1 year a full licence or who are over 21 but under 25 years of age.

### Young Driver Excess

An additional excess of £350 which is applicable to persons under 21 years of age.

### Endorsed Excess

Any excess which is applied by endorsement and shown in the Schedule.

### Extensions to Indemnity 1

The insurance provided by this Indemnity 1 extends to include the following:

#### A Lock Replacement (Motor Vehicles)

The cost of replacing locks or lock mechanisms, and all Keys of any legitimate format necessary to maintain the security of Insured Vehicles following theft of such Keys by forcible and violent means for an amount not exceeding £50,000 for any one claim.

## B New Vehicle Concession Motor Vehicles

If within one year of registration as new any Motor Vehicle insured for Damage under this Section is:

- a lost by theft and not recovered within 30 days of such theft being referred to the Company;
- 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 Company will pay for the cost of purchasing a new replacement vehicle of the same make and model.

Provided that:

- i the Insured requests it;
- ii such a replacement is available; and
- iii the total payment will be limited to a maximum of £50,000 any one claim above the amount which would otherwise have been payable under this Section had this Extension not been incorporated.

## C Motor Vehicles Held for Sale

If a new Motor Vehicle held for sale by the Insured is subject to Damage 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 Company will consider such discount as forming part of the claim.

Provided that:

- i the Company has agreed the level of discount necessary to effect the sale;
- and
- ii the total payment in respect of such discount will be limited to a maximum of £10,000 any one Motor Vehicle.

## D Loss of Use (Customers' Vehicles)

Costs or expenses incurred by any customer with the Company's written consent in being deprived of the use of a Motor Vehicle following such vehicle's Damage and within the terms and conditions of this Section but only during a reasonable period necessary to allow for repair or replacement thereof.

Provided that the maximum liability of the Company under this Extension shall not exceed £50,000 for any one claim.

## E Vehicles with Sub-Contractors

Notwithstanding anything to the contrary in the Persons Entitled to Drive as defined by the certificate of motor insurance, Indemnity 1 is extended in the event of an Insured Vehicle sustaining loss or damage whilst in the possession of a sub-contractor, to the Insured for the purpose of work being carried out on such vehicle on behalf of the Insured and there being no other existing insurance covering the same loss or damage. The Company shall not be liable hereunder for loss or damage to such vehicle whilst in or on the business premises of any sub-contractor.

## F Contract Price

In respect of any Insured Vehicle sold but not delivered, for which the Insured is responsible subject to a sale contract which, following Damage, is cancelled by reason of its conditions wholly or to the extent of the Damage, the Company's liability will be based on the contract price subject to this not exceeding the Maximum Vehicle Limit stated in the Schedule for any one vehicle.

## Exclusions to Indemnity 1: Accidental Damage

The Company shall not be liable for:

- 1 loss of use, loss of market value following repair, depreciation, deterioration, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns;
- 2 damage to tyres by punctures, cuts, bursts or by application of brakes;
- 3 loss of accessories of a motor cycle unless stolen with the motor cycle itself;
- 4 loss of an Insured Vehicle resulting from deception by a purported purchaser or his agent; or
- 5 loss of an Insured Vehicle when left unattended at any time unless the ignition Key is removed, all doors, windows and other openings have been closed and locked.

## Basis of Claim Settlement under Indemnity 1: Accidental Damage

The Company may, at its option, repair or replace an Insured Vehicle or accessories or make a settlement in cash not exceeding the replacement value at the time of the Damage, but the Company shall not in any case be liable to pay a greater sum than the Maximum Vehicle Limit stated in the Schedule in respect of any one Insured Vehicle. If any damaged part or accessory is unobtainable, the basis of settlement shall be the manufacturer's last list price.

### Basis of Claim Settlement under Indemnity 1: Accidental Damage *continued*

The Insured may authorise repairs if the estimated cost does not exceed £1,000, provided that the Company is notified and a detailed estimate is supplied immediately.

If an Insured Vehicle is the subject of a hire purchase agreement, any settlement in cash may be made to the legal owner whose receipt will constitute a discharge.

The Company will pay the reasonable cost of removal of an Insured Vehicle to the nearest repairers after such Damage and of delivery of an Insured Vehicle to the Insured's address when repairs have been completed.

### Indemnity 2: Liability to Third Parties

#### 1 Indemnity to the Insured

The Company will indemnify the Insured in the event of an accident caused by or in connection with an Insured Vehicle against liability at law for damages in respect of:

- a death of or bodily injury to any person; or
- b Damage to property but the indemnity against liability for such Damage, including any indirect loss or Damage, is limited in respect of any one claim or series of claims arising out of one occurrence to the sum of £5,000,000.

#### 2 Indemnity to other persons

The Company will also cover in the terms of item 1 of Indemnity 2:

- a any authorised driver as described in the certificate of motor insurance driving on the Insured's order or with his permission;
- b the personal representatives in the event of the death of the person indemnified;
- c any person using (but not driving) an Insured Vehicle with the permission of the Insured for social, domestic and pleasure or other purposes, provided such use is permitted by the terms of the certificate of motor insurance;
- d the owner of an Insured Vehicle; and
- e any passenger whilst travelling in or getting into or out of an Insured Vehicle.

Provided that such persons observe and fulfil the terms of this Policy in so far as they can apply.

### 3 Cross Liabilities

Where the Insured comprises more than one party, the Company will treat each party as the Insured as if a separate Policy had been issued to each, provided that the maximum liability of the Company for Damage shall not exceed in the aggregate the limits stated under item 1 b of Indemnity 2.

### 4 Indemnity for Trailers

The Company will also cover in the terms of item 1 of Indemnity 2 the legal liability of the Insured for any trailer which is detached from any vehicle but only in so far as it is necessary to meet the requirements of any law relating to compulsory insurance in the territory concerned and provided that the insurance of the trailer is the responsibility of the Insured.

### 5 Indemnity for Driving Other Vehicles

The Company will also cover in the terms of item 1 of Indemnity 2 the legal liability of the Insured or any partner or director of the Insured while driving any motor vehicle not belonging to or hired to the Insured or any partner or director of the Insured under a hire purchase agreement, provided such motor vehicle is being used with the permission of the owner of the vehicle and within the 'Limitations as to Use' specified in the current certificate of motor insurance issued with the Policy.

Cover hereunder will not provide Indemnity for use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority which was not the property of the Insured or in his custody or control at the time of seizure.

### 6 Indemnity for Movement of Other Vehicles

The Company will also indemnify the Insured against legal liability to pay for death, injury or Damage, (including damage to the vehicle being moved) arising out of the movement of vehicles not belonging to the Insured or in the custody or control of the Insured with or without the owner's permission by the Insured or any partner, director or employee of the Insured for the purpose of:

- a parking;
- b loading or unloading; and
- c allowing free passage of, any Insured Vehicle.



## 7 Court Attendance Costs

The Company will, in the event of any of the under-noted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under Indemnity 2 to pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- |   |       |
|---|-------|
| <b>a</b> any director or partner of the Insured | £250  |
| <b>b</b> any Employee                           | £150. |

### Extension to Indemnity 2: Liability to Third Parties

The insurance provided by this Indemnity 2 extends to include the following:

#### Third Party Contingent Liability

Notwithstanding anything to the contrary in the Persons Entitled to Drive and Limitations of Use, as defined by the certificate of motor insurance, item 1 of Indemnity 2 is extended to indemnify the Insured in respect of:

- a** any Motor Vehicle belonging to and driven by any Employee on the Business of the Insured;
- b** an Insured Vehicle being driven by or in the charge of any sub-contractor of the Insured and;
- c** an Insured Vehicle loaned or hired to a customer by the Insured for purposes of the customer's business or his social, domestic and pleasure use, but only whilst the customer's own vehicle is in the Insured's possession for repair or servicing pending redelivery to the customer.

### Exclusions to Indemnity 2: Liability to Third Parties

#### The Company shall not be liable:

- 1** in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified, except for any passenger who is being carried in or upon or entering or getting on to or alighting from the Insured Vehicle whilst such vehicle is on a Road, as described in the Road Traffic Acts. Such passenger shall not be the driver or a person in charge of the Insured Vehicle for the purpose of driving;
- 2** for damage to an Insured Vehicle or to any property belonging to or held in trust by or in the custody of the Insured or the person claiming to be indemnified or being conveyed by such vehicle;
- 3** in connection with the loading or unloading of an Insured Vehicle beyond the limits of the carriageway by any person other than the driver or attendant of that vehicle;
- 4** if there is any other insurance in force covering the same liability;

- 5** whilst the Insured Vehicle is within the precincts of an airport or aerodrome to which aircraft have access or are housed;
- 6** in respect of death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination, unless such pollution or contamination is directly 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. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This Exclusion shall not apply in circumstances where this insurance is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits; and
- 7** in respect of loss of whatsoever nature or any costs or expense whatsoever directly or indirectly caused by or contributed to by or arising from Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.

Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.

### Indemnity 3: Legal Costs

The Company will also pay any legal costs incurred with its written consent in respect of any event which is being dealt with as a claim under Indemnity 2 Liability to Third Parties. This includes the cost of representation at any Coroner's Court or Fatal Accident Inquiry and of defending any proceedings arising from death or in a Court of Summary Jurisdiction.

If the Company elects to pay a limit of indemnity the costs payable under Indemnity 3 shall be those incurred by the Company up to the date from which they notify the Insured of such election.

### Indemnity 4: Emergency Treatment

The Company will indemnify any person in respect of emergency treatment as required by the Road Traffic Acts resulting from any event which this Section insures.

### Indemnity 5: Unaccompanied Demonstration

The insurance provided under Indemnity 5 is extended to cover use of an Insured Vehicle by a customer or any person with the Insured's permission, who is driving on the customer's order or permission, provided that the Insured Vehicle has been lent to such customer or person by the Insured for the purpose of unaccompanied demonstration.

The Company shall be under no liability under Indemnity 5 in connection with any Insured Vehicle being used for the purpose of unaccompanied demonstration:

- 1 whilst such vehicle is being driven by or, for the purpose of being driven is in the charge of, any person who is under 21 years of age or over 70 years of age;
- 2 whilst such vehicle is being driven by or, for the purpose of being driven is in the charge of, any person who holds a provisional licence or who has not held for a period of at least 2 years a licence (other than a provisional licence) under the relevant Road Traffic Act to drive a vehicle of the same group as the Insured Vehicle;
- 3 unless the customer and all persons driving with the Insured's permission have deposited their licences with the Insured throughout the period of demonstration and copies of such licences are taken and retained for a period of one year (unless forwarded to the Company earlier upon receipt of a specific request to do so);
- 4 where the driver's licence displays more than six penalty points; or
- 5 where such demonstration is in excess of a period of 48 hours.

Provided that the Company shall not be liable for an excess of 25% (Twenty Five Percent) of any claim payable under Indemnity 5 for loss of or damage to an Insured Vehicle caused by theft or any attempt thereat or taking without lawful authority or conversion of the vehicle by a customer whilst such vehicle is being used for the purpose of unaccompanied demonstration, unless the customer has deposited his own vehicle with the Insured throughout the period of demonstration.

### Indemnity 6: Loan or Hire

The insurance provided under Indemnity 6 is extended to cover use of an Insured Vehicle by a customer; or any person with the Insured's permission, who is driving on the customer's order or with the customer's permission, provided that:

- a the Insured Vehicle has been lent or hired to such customer by the Insured whilst the customer's vehicle is in the Insured's possession for the purpose of servicing or repair;
- b no indemnity is afforded to the Insured by other insurance; and
- c the insured shall bear the first £500 of any claim for Damage to an Insured Vehicle or the excess under Indemnity 1, whichever is greater.

### Indemnity 7: Foreign Use

The Territorial Limits stated under this Section are extended to include the following territories:

- 1 any member country of the European Union; and
  - 2 Norway, Switzerland, Iceland and Croatia,
- and during transit by sea between any ports therein including loading or unloading.

Indemnity 7 does not apply to any vehicles Insured under Indemnity 10 – Self Drive Hire.

### Indemnity 8: Unauthorised use

The insurance provided under Indemnity 8 will extend to indemnify the Insured in the event that any person other than an authorised driver uses the Insured Vehicle without authority, provided that the Insured has not been party to such unauthorised use.

### Indemnity 9: Uninsured Loss Recovery

Claims are administered and managed by DAS Legal Expenses Insurance Company Limited on behalf of the Company.

## Definitions

The General Definitions of this Policy and Definitions of this Section apply to this Indemnity and, in addition, the following Definitions apply only to this Indemnity:

### Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any court or tribunal hearing at the request of the Representative. The Company will pay for each half or whole day that the court, tribunal or the Insured will not pay for.

The amount the Company pay is based on the following:

- a the time the Insured Person is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- b if the Insured Person works full-time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages; or
- c if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

## DAS

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the Date of Occurrence is the date of the first of these events.

### Indemnity

The Company agrees to provide the insurance in this Indemnity as long as:

the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limits and any legal proceedings will be dealt with by a court or body which DAS agree to and it is always more likely than not an Insured Person will recover damages (or other legal remedy) or make a successful defence.

For all Insured Incidents involving legal proceedings, DAS will help in appealing or defending an appeal as long as the Insured Person tells DAS within the time limits allowed that they want DAS to appeal. Before the Company pay any Legal Costs for appeals, DAS must agree that it is more likely than not that the appeal will be successful.

If a Representative is used, the Company will pay the Legal Costs for this plus Attendance Expenses.

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

### Insured Person

The Insured and the directors, partners, and managers, or the Insured and all other Employees.

Any passenger or driver who is in or on the Insured Vehicle with the Insured's permission.

Provided that anyone claiming under this Indemnity must have the Insured's agreement to claim.

### Legal Costs

All reasonable and necessary costs charged by the Representative on a standard basis and the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the agreement of DAS.

### Representative

The lawyer, or other suitably qualified person, who has been appointed to act for an Insured Person under Condition 2 of this Indemnity.

### Vehicle Hire Costs

The costs of hiring a replacement car or standard commercial vehicle for one continuous period.

## Insured Incidents the Company will Cover

Accident Loss Recovery and Personal Injury

### A Uninsured Loss Recovery and Personal Injury

DAS will negotiate to recover the Insured Person's uninsured losses and costs after an event which:

- i causes damage to the Insured Vehicle or to property in or on it; or
- ii causes the death of, or bodily injury to, an Insured Person while the Insured Person is in or on the Insured Vehicle.

What is not covered:

An event which causes the death of, or bodily injury to, any passenger (other than directors, partners, managers and other employees of the Insured) in an Insured Vehicle with more than 17 seats.

### B Replacement Vehicle Hire

The Company will pay the Vehicle Hire Costs after an accident involving a collision between the Insured Vehicle and another vehicle, as long as:

- i the Insured Vehicle cannot be driven; and
- ii the accident was entirely the other person's fault; and
- iii The Company have already agreed to pay the Vehicle Hire Costs.

### What is not Covered by this Indemnity

- 1 Any claim reported to DAS more than 180 days after the date the Insured Person should have known about the Insured Incident.
- 2 Any Legal Costs, Vehicle Hire Costs and Attendance Expenses that are incurred before the Company agree to pay them.
- 3 Any claim relating to a prosecution deliberately or intentionally solicited by an Insured Person.
- 4 Judicial Review.

### What is not Covered by this Indemnity *continued*

- 5 Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy, confidentiality agreements, agency rights and franchise rights.
- 6 Any claim under Insured Incident A Uninsured Loss Recovery and Personal Injury relating to a contract made between the Insured Person and the third party.
- 7 The Insured Vehicle being used by anyone who does not have valid motor insurance.  
Fines, damages or other penalties which the Insured is ordered to pay by a court or other authority.
- 8 Any claim caused by, contributed to by or arising from:
  - a Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - d pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 9 any legal action an Insured Person takes which DAS or the Representative have not agreed to or where the Insured Person does anything that hinders DAS or the Representative.
- 10 Vehicle Hire Costs if an Insured Person is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or where an Insured Person makes their own arrangements for vehicle hire after an Insured Incident.
- 11 When either at the commencement of, or during the course of a claim notified under this Indemnity, the Insured is bankrupt or has committed an act of bankruptcy or has made an arrangement with its creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 12 Any claim directly or indirectly caused by or resulting from any device failing to recognise or process any date as its true calendar date.

### It is a condition precedent to the liability of the Company that an Insured Person must:

- a Keep to the terms, definitions, conditions and exclusions of this Extension.
- b Notify DAS immediately of any alteration which may materially affect DAS' assessment of the risk.
- c Take reasonable steps to keep any amount the Company pay under this Indemnity as low as possible.
- d Try to prevent anything happening that may cause a claim.
- e Send everything DAS reasonably ask for in writing.
- f Give DAS full details of any claim as soon as possible and give DAS any information DAS need.

### Conditions which apply to this Indemnity

- 1
  - a DAS can take over and conduct, in the name of the Insured Person, any claim or legal proceedings at any time before a Representative is appointed.  
DAS can negotiate any claim on behalf of an Insured Person.
  - b The Insured Person is free to choose a Representative (by sending DAS a suitably qualified person's name and address) if:
    - i DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
    - ii there is a conflict of interest between the Insured and their Representative.
  - c Before an Insured Person chooses a lawyer, DAS can appoint a Representative.
  - d A Representative will be appointed by DAS and represent an Insured Person according to the DAS standard terms of appointment. The Representative must co-operate fully with DAS at all times.
  - e DAS will have direct contact with the Representative.
  - f An Insured Person must co-operate fully with DAS and the Representative and must keep DAS up to date with the progress of the claim.
  - g An Insured Person must give the Representative any instructions that DAS ask for.
- 2
  - a An Insured Person must tell DAS if anyone offers to settle a claim.
  - b If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Legal Costs.

- c An Insured Person must not negotiate or agree to settle a claim without DAS approval.
  - d The Company may decide to pay an Insured Person the amount of damages that an Insured Person is claiming instead of starting or continuing legal proceedings.
- 3 a** If the Company ask, an Insured Person must tell the Representative to have Legal Costs taxed, assessed or audited.
- b** An Insured Person must take every reasonable step to recover Legal Costs that the Company have to pay and must pay the Company any Legal Costs that are recovered.
- 4** If a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover the Company provide will end at once, unless DAS agree to appoint another Representative.
- 5** If an Insured Person withdraws a claim without agreement of DAS, or does not give suitable instructions to a Representative, the cover the Company provide will end at once.
- 6** If there is a disagreement about the way DAS handle a claim that is not resolved through the internal complaints procedure, DAS and the Insured Person can choose a suitably qualified person to arbitrate. DAS and the Insured Person must both agree to the choice of this person in writing. Failing this DAS will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs will be shared.
- 7** The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Indemnity did not exist.

## Claims

To make a claim under this Section please telephone DAS on 02920 857229 as soon as possible after your accident to speak to one of our dedicated Customer Claims handlers.

If the Insured would prefer to report the claim in writing please send it to the DAS Head and Registered Office address which is:

DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Alternatively the Insured can email the claim to DAS at [motorclaim@das.co.uk](mailto:motorclaim@das.co.uk)

Claims are usually handled by a Representative appointed by DAS, but sometimes DAS deal with claims themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

### When DAS cannot help

Please do not ask for help from a solicitor or accountant before DAS have agreed. If the Insured does, the Company will not pay the costs involved.

### Problems

DAS will always try to give the Insured a quality service. If the Insured think DAS have let the Insured down, please write to DAS' Customer Relations Department at DAS' Head Office address shown above. Alternatively the Insured can phone DAS on 0117 934 0066 or email DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of DAS' internal complaint-handling procedures are available on request.

### Indemnity 10: Self Drive Hire

Where referred to as operative in the Schedule, the insurance provided by this Section (other than Indemnity 7 Foreign Use) extends to apply whilst the Insured Vehicle is let out on hire under a formal agreement.

Provided that this Indemnity 10 will only apply where no indemnity is afforded to the Insured by other insurance.

### Extensions to Indemnity 10 Self Drive Hire

The insurance provided by this Indemnity 10 extends to include the following:

#### 1 Foreign Use

This Indemnity provides minimum cover required by law to use an Insured Vehicle in any country whose arrangements follow EC insurance directives and are approved by the Commission of the EC.

#### 2 Contingent Liability

The Company will indemnify the Insured but not the hirer or any driver of the Insured Vehicle for:

**1** the Insured's legal liability; or

**2** Damage to the Insured Vehicle,

while let out on hire without driver under the hirer's own insurance, provided that:

- a prior to the commencement of the period of hire, the Insured has received, written or faxed confirmation from the insurer of the hirer's own vehicle regarding the validity and extent of cover for the Insured Vehicle to be hired out and for the period of any such hire; and

- b** the Company will not be responsible for Damage to the Insured Vehicle while let out on hire unless there is:
  - a** total failure of the hirer's own insurance company; or
  - b** failure of the hirer's own insurance due to a misstatement or non disclosure of material fact by the hirer to their own Insurer and provided that the Insured has not been party to such misstatement or non disclosure.
- f** persons who have had their insurance declined and / or renewal refused and / or insurance or cover cancelled by any motor insurer.
- g** persons engaged in any of the following occupations:
  - i** professional sportsmen or sportswomen;
  - ii** the entertainment or theatrical profession;
  - iii** racing or gambling; and
- h** persons who have been involved in more than 2 at fault incidents within a 3 year period immediately prior to hiring the Insured Vehicle.

### It is a condition precedent to the liability of the Company that:

- 1** The Insured must:
  - a** inspect the driving licence of the hirer and any other person who shall drive the Insured Vehicle to verify their address; and
  - b** identify the hirer or driver of the Insured Vehicle beyond reasonable doubt by two means of identification in addition to the driving licence,
 before the Insured Vehicle is let out on hire.
- 2** Unless agreed in advance with the Company, the Insured Vehicle must not be let out on hire to or be driven by:
  - a** persons under 21 years of age
  - b** persons under 25 years of age in respect of minibuses or similar multi seat vehicles or goods carrying vehicles of 7.5 ton gross vehicle weight or over;
  - c** persons who have had less than 12 months' regular driving experience of a motor vehicle as a fully licensed driver under a licence issued in the United Kingdom;
  - d** persons who have had less than 24 months' recent and regular driving of a motor vehicle as a fully licensed driver and are holders of a licence issued outside the United Kingdom but which is valid in the United Kingdom;
  - e** persons who have been disqualified from driving during the last 24 months or who have currently on their licence three or more convictions or any of the following offence codes:
    - i** Theft or unauthorised taking      UT;
    - ii** Drink or Drugs                      DR;
    - iii** Dangerous Driving                DD;
    - iv** Driving whilst disqualified        BA;
- 3** A hirer's proposal form (as approved by the Company) must be completed and signed by each hirer and driver before the commencement of each hiring and the truth of the statements and answers in the said proposal will also be a condition of Indemnity 10. Such hirer's proposal forms must be forwarded to the Company on request.
- 4** The Insured Vehicle must only be driven by the hirer or any person who has completed and signed a hirer's proposal form immediately prior to the hire by the Insured.
- 5** Whilst the Insured Vehicle is let out on hire, the Company will not be liable if the Insured Vehicle is used by the hirer for the carriage of passengers for hire or reward or is being used otherwise than in accordance with the "limitations as to use" specified in the Insured's certificate of motor insurance.
- 6** The Insured shall be considered as being the agent for the hirer for all purposes in connection with the insurance and in no circumstances will they be considered an agent for the Company.

### Excess under Indemnity 10 Self Drive Hire

- 1** Any Excess applicable under Indemnity 1 Accidental Damage when applicable shall apply to Indemnity 10.
- 2** Notwithstanding 1 above, in the event of any claim for Damage rising out of theft or any attempt thereat by the driver, the Company will not be responsible for the first 25% of any claim payable under this Indemnity 10.

### Mis statement / Non disclosure Cover

Notwithstanding Condition 3 under this Indemnity 10, if any material fact is not disclosed or any misstatement is made on the hirer's proposal form by any hirer or driver of the Insured Vehicle, the Company will indemnify the Insured but not the hirer or any driver of the Insured Vehicle under this Indemnity.

### Conditions applicable to this Section

- 1 The Insured must take all reasonable precautions to:
  - a maintain an Insured Vehicle in an efficient and roadworthy condition;
 and
  - b safeguard it from loss or damage.
- 2 The Company shall have full access at all reasonable times to examine an Insured Vehicle.
- 3 The Insured and/or the person who incurred the liability shall repay to the Company any sum which it has paid solely because of the law of the country in which this Section operates and which it would not otherwise have paid. Similarly, the Insured and/or the person who incurred the liability shall repay the Company any sum which it has paid solely because of any agreement with the Motor Insurer's Bureau. Such rights of recovery will be pursued against the Insured and/or the person who incurred the liability.
- 4 The Insured will arrange for details of all relevant vehicles to be provided in electronic format to the Motor Insurance Database website in order to comply with the relevant law applicable in Great Britain and Northern Ireland.
- 3 any accident (except under Indemnity 2) arising in consequence of
  - a an earthquake; or
  - b riot or civil commotion arising elsewhere than in Great Britain, the Channel Islands or the Isle of Man;
- 4 any accident, injury, loss or damage arising out of participation in, or 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;
- 5 any proceedings brought or judgment obtained against the Insured or any person covered by this Section in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of the use of the Insured Vehicle in that foreign country, and the Company has agreed to extend cover under this Section to cover such foreign use.

### Exclusions applicable to this Section

The Section does not cover:

- 1 any accident, injury, loss or damage whilst an Insured Vehicle is:
  - a being used other than in accordance with the Limitations as to use described in the certificate of motor insurance or is being driven by, or for the purpose of being driven is in the charge of, any person other than an authorised driver described in the certificate of motor insurance;
  - b being driven by the Insured unless he holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence;
  - c being driven with the consent of the Insured or his representative by any person who, to their knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
  - d being driven in an unsafe or unroadworthy condition;
- 2 any legal liability incurred as a result of an agreement or contract, unless such liability would have attached in the absence of such agreement;

# Section 11 | Fidelity Guarantee

The Company will indemnify the Insured in the event of theft of money or other property belonging to the Insured arising solely and directly from any act of fraud or dishonesty by any Employee.

Provided that such event:

- a occurs during the Period of Insurance;
- b is intended to make Improper Financial Gain for the Employee of the Insured or for any other party or organisation other than benefits obtained within the normal course of business;
- c arises during the uninterrupted employment of such Employee of the Insured by the Insured; and
- d is discovered within the period of 12 calendar months of such event.

## Definitions

The definitions which apply to this Section and are in addition to the General Definitions are as follows.

### Improper Financial Gain

Improper financial gain which shall not include the payment of or increase in salaries, bonuses, fees, promotions, rewards, pensions or other employee benefits.

## Conditions Precedent

It is a condition precedent to the liability of the Company that:

### 1 Auditors

The accounts of the Insured must be examined by external auditors at least every twelve months.

### 2 Cash Receipts

Employees of the Insured receiving cash and cheques in the course of their duties must be required to remit all monies received and/or bank in full on the date of receipt or the next banking day

### 3 Reconciliation

Independently of Employees of the Insured required by the Insured to administer bank statements, receipts, counterfoils and supporting documentation, all such items must be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques.

### 4 Cheque Signing

All manually prepared cheques drawn for more than £25,000 shall require two manually applied signatures, being that of the Insured and/or any Employee of the Insured authorised by the Insured to be added after the amount has been inserted and supporting documentation examined and signed by such parties.

In respect of computer or machine prepared cheques drawn for more than £25,000, at least one manually applied signature, being that of the Insured or an Employee of the insured authorised by the Insured, must be added after the cheque has been printed and supporting documentation examined and signed by such party.

The Insured's bank or building society must be advised of the above signatory requirements.

All signed documentation pertaining to any issued cheque must be retained by the Insured for inspection.

## 5 Cash and Petty Cash

Cash in hand and petty cash shall be checked independently of Employees of the Insured responsible for such cash at least monthly and additionally without warning every six months.

## 6 Investment Control

Dual control will be exercised over all investments with investment documents designed to ensure that no one person can be authorised to complete a transaction from beginning to end.

The Insured must instruct their bank or building society and stockbrokers to this effect.

## 7 Computer Security

Security checks will be built into all computer functions with reconciliations made as necessary.

Responsibilities for authorisation of transactions, processing of transactions and handling of output must be exercised by different Employees of the Insured.

## 8 Vetting of Employees of the Insured

Written references from previous employers (or the school in respect of students or Employees of the Insured who have not been employed since leaving school) must be obtained for the period of 2 years immediately preceding the Employee of the Insured working for the Insured.

The reference must confirm the dates of employment (or schooling) and the honesty of the Employee of the Insured.

The maximum period between periods of employment (and/or schooling) in an Employee's references should be 28 days. If any period is longer, every effort should be made to evidence what the Employee of the Insured was doing during such period and establish that such period did not include dishonesty.



## 9 Annual Holiday

Every Employee of the Insured responsible for money, goods account, operating computers or computer programming must be required to take an uninterrupted holiday of at least two weeks in each calendar year during which they perform no duties and are required to stay away from their place of work.

## 10 Termination of Employees

Immediately upon the termination of contract for any Employee of the Insured, the Insured must take all reasonable action so as to prevent theft arising, including but not restricted to:

- i the removal of any access Keys held by the Employee of the Insured;
- ii the changing of any alarm or security codes that the Employee of the Insured would have had knowledge of; and
- iii the removal of the Employee from any computer system to which the Employee of the Insured had access.

## 11 Police Notification

Upon the discovery of any event which may give rise to a claim under this Section, the Insured must notify the police authority immediately and assist in taking all practical steps to identify the Employee of the Insured responsible and to trace and recover the money and/or property.

## 12 Cessation of Cover

Upon discovery of theft by an Employee of the Insured, all indemnity under this Section in relation to further theft by such Employee of the Insured shall cease with immediate effect.

## 13 Withholding of Monies

Any monies owed by the Insured to an Employee of the Insured found responsible for theft must be withheld and such sum will be deducted from any payment made by the Company.

## Basis of Settlement

In the event of theft of money or other property indemnified by this Section, the basis upon which the amount payable under such items is to be calculated shall be the value at the time of the event or, at the Company's option, the replacement or reinstatement of such property.

## Limit of Indemnity

In respect of all thefts insured by this Section and committed by any one Employee of the Insured or series of Employees of the Insured working in collusion with each other, the liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule in respect of a Specific Event in the Schedule.

Subject to the Company's indemnity in any one Period of Insurance not exceeding the Aggregate Limit of Indemnity stated in the Schedule.

## Auditors' Fees

Where there is a valid claim under this Section, the Company will also pay any reasonable costs for:

- i auditors' fees incurred for the purpose of substantiating the amount of the claim; and
- ii the cost of rewriting or amending any computer software programs or security codes so as to prevent recurrence of theft arising from use of computer hardware.

Provided that the Company's indemnity shall not exceed in total the Limit of Indemnity applicable had such costs not been payable.

## Excess

The Company shall not be liable for the first £500 or 10% of each and every claim under this Section, whichever is greater.

## Exclusions

The Company shall not be liable under this Section for:

- i loss attributable solely to any unexplained shortages;
- ii loss caused by an Employee before the cover for such employee inception;
- iii loss where the Insured continues to entrust the defaulting Employee with access to money and/or goods after becoming aware of any material fact that questions the honesty of the Employee; or
- iv any indirect loss which results from the event in respect of which indemnity is provided by this Section.

# Section 12 | Personal Accident

The Company will indemnify the Insured in the event of Accidental Bodily Injury to the Insured Person happening anywhere in the world during the Period of Insurance and the Company will, subject to the provisions of the insurance, pay the Insured according to the Scale of Compensation.

Provided that, in respect of all other Employees as stated under the Definition of Insured Persons in this Section such indemnity will apply for Occupational Risks only.

## Definitions

**The definitions which apply to this Section and are in addition to the General Definitions are as follows.**

### Accidental Bodily Injury

Accidental bodily injury caused solely and directly by violent external and visible means which shall independently of any other cause occasion any of the Results defined herein.

### Accident Accumulation Limit

The maximum liability of the Company for all accepted claims in aggregate in respect of all Insured Persons arising from one originating event as stated in the Schedule.

### Units

The amount of benefit provided against each Scale of Compensation as stated in the Schedule.

### Excess Period

The first period of Temporary Total Disablement or Temporary Partial Disablement for which no benefit is payable as stated in the Schedule.

### Insured Persons

The groups of persons identified in the Schedule being:

- 1 directors, principals and partners of the Insured; and
- 2 all other Employees of the Insured

### Usual Occupation

The tasks, duties and functions for which the Insured Person is normally expected to perform as part of the Business.

### Occupational Risks

While an Insured Person is carrying out occupational duties for the Insured in relation to the Business or travelling (in either direction) between the Insured Person's place of residence and the usual place that they undertake work for the Business.

## Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

## Results

Results which comprise:

### Death

Death of the Insured Person within twenty four calendar months from the date of the event of Accidental Bodily Injury.

### Loss of Sight

Total and permanent loss of all sight occurring within twenty four calendar months of the date of the event of Accidental Bodily Injury.

### Loss of a Limb

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, occurring within twenty four calendar months from the date of the event of Accidental Bodily Injury.

### Loss of Hearing

Permanent and total loss of the sense of hearing occurring within twenty four calendar months from the date of the event of Accidental Bodily Injury.

### Loss of Speech

Permanent and total loss of the power of speech occurring within twenty four calendar months from the date of the event of Accidental Bodily Injury.

### Permanent Total Disablement

A disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to business or occupation of any kind.

### Temporary Total Disablement

A disablement which prevents the Insured Person from continuously attending to their Usual Occupation or, if the Insured Person has no business or occupation, from attending to their normal duties.

### Temporary Partial Disablement

A disablement which prevents the Insured Person from engaging in or giving attention to a substantial part of their Usual Occupation.

### Scale of Compensation

Compensation payable for each Insured Person for the amount of benefit applicable and stated below multiplied by the number of Units stated in the Schedule.

Results	Benefit
1 Death	£10,000
2 Loss of Sight	£10,000
3 Loss of a Limb	£10,000
4 Loss of Hearing	£10,000
5 Loss of Speech	£10,000
6 Permanent Total Disablement	£10,000
7 Temporary Total Disablement	£100 per week
8 Temporary Partial Disablement	£40 per week

**Any payment will be subject to the Accident Accumulation Limit and, in respect of Results 7 and 8, the Excess Period stated in the Schedule.**

### Conditions

The following Conditions apply to this Section of the Policy:

- The Company will indemnify the Insured in the event that an Insured Person disappears and is missing for one year and the Insured produces to the Company sufficient evidence that leads the Company to conclude that Death occasioned by Accidental Bodily Injury insured by this Section has occurred to such Insured Person.

Provided that if the Insured Person is found to be living after compensation has been paid by the Company then such compensation must be repaid to the Company.

- No payment shall be payable for more than one of Results 1 to 6 in the Scale of Compensation arising from one originating cause.
- The compensation in respect of Permanent Total Disablement is not payable before 104 weeks from the date of the event of the Accidental Bodily Injury and is not payable at all following adjustment and settlement of a claim in respect of Loss of Sight, Loss of a Limb, Loss of Hearing or Loss of Speech.
- The compensation in respect of Temporary Total Disablement and/or Temporary Partial Disablement is payable in the aggregate for a period up to 104 consecutive weeks for any single disablement following the Excess Period.
- No payment shall be payable in respect of weekly benefit under this Section until the total amount thereof has been determined and adjusted to the satisfaction of the

Company unless an interim payment is allowed at the Company's discretion.

Any payment made or adjusted in respect of weekly benefit shall be deducted from any lump sum benefit thereafter becoming payable under this Section.

- No further liability shall attach to the Company under this Section in respect of any one claim after adjustment and settlement of such claim in respect of any of Results 1 to 6 under the Scale of Compensation.
- In addition to any compensation payable in respect of any of the Results under the Scale of Compensation, the Company will pay Medical Expenses incurred by the Insured Person but not exceeding:
  - £25 per £1,000 of compensation in respect of Results 1 to 6; or
  - 20% of the weekly compensation in respect of Results 7 and 8,

but not exceeding £1,000 per Insured Person per claim.

- In the event of Death or disablement for which a claim may be made under this Section, notice in writing must be sent to the Company as soon as possible. All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or Insured Person and shall be in such form and of such nature as the Company shall prescribe.

If the Insured Person is disabled following an insured event hereunder, they must as early as possible place themselves under the care of a duly qualified Medical Practitioner and act upon medical or surgical advice as soon as practicable and submit to medical examination at the Company's expense as often as the Company may require.

- In no case will the Company be liable to pay compensation to the Insured Person or to their representatives until any Medical Officer appointed by the Company has made any medical or surgical examinations and re-examinations of the Insured Person as the Company may require.
- In the event of Death of the Insured Person, the Company, if it deems necessary, shall arrange for a post-mortem examination of the body. No surgical examination of the body of the Insured Person shall be made at the request of their representative without due notice having been first given to the Company so as to enable the Company to have its Medical Officer present at the same time.

## Exclusions

The Company shall not be liable under this Section in respect of any Death or disablement of any Insured Person resulting from or contributed to by:

- 1 intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life);
- 2 the influence of intoxicating liquor or drugs taken by the Insured Person (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;
- 3 aviation other than as a fare-paying passenger in an aircraft operated by a regular commercial airline or in an aircraft of a recognised charter operator;
- 4 winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits or aeronautic sports;
- 5 riding or driving in or practising for any race, polo playing, steeple-chasing, hunting, or showjumping;
- 6 any cause after expiry of the Period of Insurance during which the Insured Person has attained the age of 75 years unless otherwise acknowledged by memorandum or endorsement signed by the Company;
- 7 the Insured Person suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.

# Endorsements

The following clauses are operative where indicated in the Schedule.

Each clause is subject to the terms, conditions and limitations of Policy or the Section to which it attaches in so far as they can apply.

## Policy Clauses

### MTP01 SURVEY & RISK IMPROVEMENT CONDITION

It is a condition precedent to the Company's liability that:

- 1 if required by the Company, the Company will conduct a survey within 80 days (unless advised otherwise) of either:
  - a inception
  - b prior to or post renewal or
  - c the date the Company confirm cover in respect of a mid term alteration.
- 2 the Insured will:
  - a supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
  - b co-operate fully with the Company during the visit on the agreed date(s) and
  - c implement any risk improvement requirements set out in a risk improvement report forwarded after survey to the Insured by the Company, within the timescales specified therein.

The Company reserves the right to amend terms, premium and conditions of this Policy or withdraw cover under this Policy if the Insured fails to comply with any of the above. If the Company exercise any of the above options the Company will advise the Insured in writing confirming the action being taken.

### MTP02 COMPOSITE PANELS CONDITION

It is a condition precedent to the Company's liability for payment of a claim under this Policy that the following actions and precautions are followed where any Location includes Composite Panels in its building construction:

- 1 All Composite Panels are to be subject to a visual inspection quarterly and close checking of external panels in the roof and high walls once every 6 months, by a person or persons experienced in such inspections, to look for damage to facing sheets, coverings or joints.
- 2 Any damage or defect found must be immediately repaired or the panel replaced with an LPCB approved panel (LPS1181 or LPS1208) as appropriate.
- 3 A log of the inspections mentioned in 1 above and any action taken as a result of them is to be maintained.

- 4 If the sides or edges of any Composite Panel expose the Panel they must be closed off with steel or other appropriate metal tappings or facings.
- 5 Any repairs to the Composite Panels must not be made using welding, grinding, cutting or any other process that generates heat or sparks.
- 6 No Plant, Machinery, Trade Fixtures and Fittings shall be suspended from Composite Panels.

### MTP02 COMPOSITE PANELS CONDITION *continued*

- 7 All wiring passing through Composite Panels must be sleeved in incombustible material.
- 8 When services that pierce Composite Panels are removed, all openings must be capped in metal as part of the same operation and infilled with incombustible material.

For the purposes of this Condition, Composite Panels are defined as:

A building product consisting of two faces positioned on either side of a core of a thermally insulating material which are firmly bonded together so that the components act compositely when under load. Composite Panel systems comprise of the panels, their jointing methods and type of support provided.

**Note:** Composite Panels are also known as sandwich panels, factory produced panels, metal faced composite insulation panels or site assembled panels.

### MTP03 LPG Cylinder Conditions

It is a condition precedent to the Company's liability for payment of a claim under this Policy that the use and storage of LPG cylinders is acceptable to the Company only where subject to:

All LPG cylinders being kept in a well ventilated, secure location (or, preferably, in the open air) and where no sources of ignition or heat are present.

LPG cylinders stored outside being located at least 2 metres (6ft) from any occupied building or boundary fence.

LPG cylinders being secured using the manufacturers recommended method of restraint and kept upright at all times when not in use.

All rubbish, waste and combustible materials must be kept at least 10 metres (30ft) away from the LPG cylinders.

Any weeds or grass in the vicinity must be cut back or removed to at least a distance of 3 metres (9ft) from the LPG cylinders.

Smoking must be banned within 10 metres (30ft) of the LPG cylinders at all times.

The following must be banned within 10 metres (30ft) of the LPG cylinders:

Children, people not involved with the installation of cylinders, vehicles, electrical equipment, any naked flame or other heat source.

All flexible hoses and pipe work must be protected against accidental damage and properly supported in accordance with the manufacturer's instructions.

Any failure or damage to the LPG cylinders or their hoses and pipe work must be reported to the supplier immediately it is discovered and repairs effected urgently.

**Note:** Further information on use and storage of LPG cylinders is available in Chemical Sheet No 5 - "Small scale use of LPG in cylinders" issued by the HSE (Health and Safety Executive) and is available at <http://www.hse.gov.uk/pubns/chis5.pdf>

It is RECOMMENDED the area around the LPG cylinders be roped off and prominent "Do not enter/keep out" signs are displayed.

## Section Clauses

### MTI01 Excluding the Application of Heat Section 6 & 7

This insurance does not indemnify the Insured in respect of any claim arising out of the application of heat away from the Insured's premises.

### MTI02 Subsidence ground heave and landslip Section 1

The perils insured under Section are extended to include subsidence or ground heave of any part of the site on which the Location(s) stand and landslip, but excluding:

- a** Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting a building insured hereby;
- b** Damage caused by or consisting of:
  - i** the normal bedding down or settlement of new structures;
  - ii** the settlement or movement of made- up ground;
  - iii** coastal or river erosion;
  - iv** defective, design or workmanship or the use of defective materials; or
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c** Damage which commenced prior to the Effective Date (as set out in the Schedule);

- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property; or
  - ii** groundworks or excavation, at the same Location; and
- e** the amount of the Excess stated in the Schedule for each and every claim.

## Special Condition

The Insured shall notify the Company immediately of any demolition groundworks excavation or construction being carried out on any adjoining site and the Company shall then have the right to vary the terms or cancel this cover.

### MTI03 Injury to Working Partners Section 5

In respect of Bodily Injury sustained by any working partner named in the Schedule, the Company will deem such partner to be an Employee provided that the Company shall only be liable under this Extension where:

- a** the Bodily Injury is sustained whilst such partner is working in connection with the Business;
- b** the Bodily Injury is caused by the negligence of another partner or Employee whilst working in the Business.; and
- c** the injured working partner has a valid right of action in negligence against the person responsible for the Bodily Injury.

### MTR01 Parts & Paint Cover: Basis of Settlement Section 10

In respect of the Basis of Claim Settlement under Indemnity 1 of this Section, if the Insured Vehicle is:

- a** a Motor Vehicle the property of the Insured as described in Indemnity 5 Unaccompanied Demonstration, Indemnity 6 Loan and Hire and Indemnity 10 Self Drive Hire (if stated in the Schedule);
- b** a Motor Vehicle hired to the Insured under a hire purchase agreement including as described in Indemnity 5 Unaccompanied Demonstration, Indemnity 6 Loan and Hire and Indemnity 10 Self Drive Hire (if stated in the Schedule); or

any privately owned vehicles for which the Company has agreed cover (if stated in the Schedule), the basis of settlement thereunder will exclude all labour costs and expenses.

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

## Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

## Instalments – Consumer Credit Agreement

If you have chosen to pay by instalments with NIG please read the Terms and Conditions of your Consumer Credit Agreement. Failure to comply with the Terms and Conditions of your Consumer Credit Agreement may affect your Policy.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court  
Westmoreland Road  
Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

