



INSURANCE POLICY

Motor Trade

Please read this document carefully.
Should you have any questions, please contact your insurance agent.

Policy Information

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. the introduction which explains the basis on which cover is provided;
2. the Schedule which shows details of the Policyholder Period of Insurance the Business being covered the Property or Events insured Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative;
3. the Statement of Fact which is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based;
4. Policy Definitions and Conditions;
5. the Sections of the Policy which give details of the cover;
6. General Exceptions to cover applying to the whole Policy;
7. Any Endorsements or Warranties which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and the like.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

If this cover does not meet with Your requirements please return all of Your documents and any Employers Liability Certificate(s) to Your insurance agent who has arranged the cover within 14 days of receipt. We will return any premium paid in full.

If You wish to terminate the cover at any other time please contact Your insurance agent who arranged it and any return premium will be at the discretion of Arista Insurance.

Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

To make a legal expenses claim

For Policyholders who have elected either Essential Business Legal Expenses or Absolute Business Legal Expenses Section please contact ARAG in the event that you need to make a claim including if you are considering carrying out a redundancy

Claims telephone number: 0117 917 1698 or report on line at www.arag.co.uk/newclaims

Under no circumstances should you instruct your own lawyer or accountant as ARAG will not pay the costs incurred and it could invalidate your cover.

To make a motor claim

If you need to report or make a claim for **Accident Fire Theft or Vandalism** contact our helpline which is open 24 hours a day 365 days a year on **0333 555 5911**

If you need to make a claim for **Windscreen** damage contact our windscreen helpline which is open 24 hours a day 365 days a year on **0333 555 5911**

All other claims

To register a claim under any other Section You should contact **Arista claims on 0344 770 5150.**

If You have a need to seek additional assistance please contact Your insurance agent

Help and Assistance

As an Arista Insurance customer you have access to a website and helplines as described below. Most of these helplines are available 24 hours a day 365 days a year and are available to you at no additional charge under your Business Legal Expenses cover.

Legal and Tax Helpline

0344 472 2924

Through this number Arista Insurance Policyholders have 24 hour access to legal advice on numerous topics including tax, employment issues and health and safety issues. The advice covers business-related legal matters within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Staff Counselling Helpline

0333 000 2082

This helpline is accessible by Your staff providing professional confidential support. The counselling can be used for any aspect of their life and is not restricted to work-related matters.

Crisis Communication Helpline

0344 571 7964

Where you need help to respond to negative publicity or media attention you can access professional public relations support and crisis communication support. You are insured against the cost of crisis communication services under Insured event 11 of your Business Legal Expenses cover when you use this helpline.

Redundancy Approval Helpline

0117 917 1698

(under Essential Business Legal Expenses cover)

In relation to the Essential Business Legal Expenses cover We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays) subject to a charge.

Employment Practices Healthcheck (under Absolute Business Legal Expenses cover)

At the start of your policy, we can arrange a review of your business' employment practices to identify any possible failings. Once completed, a detailed report will be produced, showing, if necessary, areas needing improvement. For maximum convenience and cost-effectiveness to your business, the work is usually carried out either online or on the telephone. This will ensure your organisation complies with best practice now and in the future. In the event the review is completed We suggest you implement any recommendations that are essential to make your HR practices legally compliant to benefit from full cover under your policy. If you would like us to arrange this please contact employmenthealthcheck@arag.co.uk

Business Legal Services

www.araglegal.co.uk

By choosing Arista Insurance, you also have free access to business support via www.araglegal.co.uk. The Business Legal Services website provides the essential tools and services to prepare vital paperwork; for example, your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts. Register today at www.araglegal.co.uk and enter the voucher code shown on your policy schedule to access the law guide and download legal documents to help with commercial legal matters. For a fee you can have your documents reviewed by a solicitor to ensure they meet your specific requirements.

Motor Insurance Database

You will need to submit the Vehicle information direct to the MID online at the MID website www.midupdate.com

You will need a security code to access the website and load and update Your Vehicles please refer to our website at www.arista-insurance.com for further information on obtaining your access code.

How to Complain

If You have any enquiry or complaint arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista Insurance office quoting the Policy number in all cases

If You are not satisfied with the way in which a complaint has been dealt with please write to

The Chief Executive

Arista Insurance Limited

40 Mitre Street, London EC3A 5BZ

After this action if You are still not satisfied with the way a complaint has been dealt with You should do the following

If Your Underwriter is at Lloyd's You may ask the Policyholder and Market Assistance department at Lloyd's to review Your case (this would not affect Your rights to take legal action if necessary) The address is

Policyholder and Market Assistance,

Market Services,

Lloyd's

Fidentia House

Chatham Maritime

Kent ME4 4RN

Telephone: 020 7327 5693

Fax: 020 7327 5225

Email: complaints@lloyds.com

www.lloyds.com/complaints

Having followed this procedure for Lloyd's Underwriters or if Your Underwriter is not at Lloyd's Your complaint may also be referred to the Financial Ombudsman Service (FOS) The address is

Financial Ombudsman Service

Exchange Tower

London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services

Financial Services Compensation Scheme

The Underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

Important Information

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following

Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily

Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years However it is still good business practice to retain the certificates because certain claims eg disease could be made many years after the disease is caused and if Your insurer can not be identified You could be liable for any payments

Data Protection

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. We may search these registers when we deal with your request for insurance. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to, but including, Electronic Licensing, Continuous Insurance Enforcement, law enforcement (prevention, detection, apprehension and or prosecution of offenders), the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com. You should show this notice to anyone insured to drive the vehicle covered under the policy.

We may use the details You have given to provide You with a quotation deal with Your Policy to search credit reference agencies who may keep a record of the search to support the development of Our business by including Your details in customer surveys and for market research and compliance business reviews

We share Your details with those companies who are underwriting Your Policy with approved organisations for fraud prevention purposes and with companies where We are legally obliged to do so

We may also share Your details with third parties so that we may tell You of products and services which we think may interest You by telephone email or post If You do not want to know about these products or services please write to Arista Insurance Limited 40 Mitre Street, London EC3A 5BZ

Under the Data Protection Act We can only discuss the details given with You If You would like anyone else to act on Your behalf please let Us know Your details will not be kept longer than is necessary

Under the terms of the Data Protection Act 1998 You are entitled to a copy of all information Arista Insurance holds about You

Your personal details may be transferred to countries outside the EEA They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law

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The Contract of Insurance and the Underwriters

This Policy is underwritten by certain underwriters at Lloyd's and other insurers (hereinafter called the 'Underwriters') and is administered by Arista Insurance Limited in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

The proportion of liability under this contract underwritten by an Underwriter (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown below

Where the Underwriter is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Underwriter Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) The liability of each member of the syndicate is several and not joint with other members A member is liable only for that members proportion A member is not jointly liable for any other members proportion Nor is any member responsible for any liability of any other Underwriter that may underwrite this contract The business address of each member is Lloyd's, One Lime street, London EC3M 7HA The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Each Underwriter is only liable in respect of the cover provided under the Section(s) of this Policy shown against them below and not any other section

Essential Business Legal Expenses Section	Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (FCA Register number 204930) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
Engineering – Equipment Breakdown Section	HSB Engineering Insurance Limited (FCA Register No 202738) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
Engineering Inspection	HSB Engineering Insurance Services Limited is accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020
All Other Sections	Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited (FCA Register No 204847) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

You have provided information to Us which includes but is not limited to the information detailed in the Statement of Fact You agree that all information provided to Us is true and is incorporated in and forms the basis of this Policy



Signed for and on behalf of the Underwriters

Paul Jewell - Chief Underwriting Officer

Arista Insurance is Registered in England and Wales No 5938669

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN

This Policy is a legal contract You must tell Us about any facts or changes which affect Your insurance which have occurred either since Your Policy started or since the last renewal date
If You are not sure whether certain facts are relevant please ask Your insurance agent or the local Arista Insurance branch If You do not tell Us of relevant changes Your Policy may not be valid or the Policy may not cover You fully
You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent when You renew this Policy

Arista Insurance Limited (FRN 459593) an appointed representative of Towergate Underwriting Group Limited FCA Register Number 313250, authorised and regulated by the Financial Conduct Authority.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pr

General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles.

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

We/Us/Our

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

You/Your/Policyholder

The person(s) or Company shown in the Schedule as the Policyholder.

Business

Activities directly connected with the Business described in the Statement of Fact and specified in the Schedule.

Policy

This Policy Schedule Statement of Fact Certificate of Motor Insurance Employers Liability Certificate and any Endorsements or Warranties attached or issued.

Damage

Accidental loss, destruction or damage.

Employee

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You;
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
3. a labour master or person supplied by him;
4. a person engaged by a labour only sub-contractor;
5. a self-employed person working on a labour only basis under Your control or supervision;
6. a driver or operator of hired-in plant;
7. a trainee or person undergoing work experience;
8. a voluntary helper;
9. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
10. at Your request, outworkers or home workers employed under contracts to execute personally any work in connection with the Business.

Excess

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub-section of this Policy.

Injury

Bodily injury including death, illness or disease.

Limit of Liability

The Limit of Liability stated in the Schedule.

Money

Current coin bank and currency notes postal and money orders bankers' drafts cheques and giro cheques crossed warrants bills of exchange and securities for money postage revenue national insurance and holiday with pay stamps national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers trading stamps and VAT invoices

Period of Insurance

The period shown in the Schedule for which We accept Your Premium

Premises

The part of the Premises at the address or addresses specified in the Statement of Fact and described in the Schedule occupied by You for the purpose of the Business

Property

Material property

Schedule

The Schedule for the time being in force showing the cover which applies

Statement of Fact

This is a record of the information that You provided to Your insurance agent about Yourself and Your Business upon which Your insurance quotation is based

Sum Insured

The Sum Insured stated in the Schedule

Vacant or Disused

The Premises or any part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than 30 consecutive days

Vehicle(s)

Any motor vehicle trailer or agricultural implement relating to the Business including its accessories and spare parts whilst on or temporarily detached from the vehicle

General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

Cancellation

We may cancel the Policy by sending You 14 days written notice to Your last known address and in respect of the Road Risks Section in the case of Northern Ireland to the Department of the Environment Northern Ireland

We will refund a proportionate part of the premium paid for the unexpired period

If the premium has not been paid or if there has been a default under an instalment or linked credit agreement this insurance will cease immediately and We will not refund any instalment paid

Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales Any dispute relating to limits terms conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales

Claims Procedure

It is a condition precedent to Our liability under this Policy that

1. You provide written notice to Us immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. You notify the police immediately of Damage caused by malicious persons or thieves
3. You at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
 - a. 30 days of Your becoming aware of the event or occurrence
 - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
or such further time that We may allow
4. You provide Us with all information and help We require in respect of the claim
5. You pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
6. You will not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
7. You carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
 - a. enter or take possession of the Premises
 - b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
 - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim
without incurring liability or reducing Our rights

9. We will not pay for loss destruction or damage or provide cover under the Legal Liabilities Section if You or anyone acting on Your behalf
 - a. do not comply with Our requirements
 - b. hinder or obstruct UsYou are not entitled to abandon Property to Us

Change of Risk

We shall not indemnify You under this Policy if

1. there has been any material change to the risk after the commencement of this insurance whereby the risk of Damage or Injury is increased
2. Your interest ceases (unless the cessation is brought about by will or operation of law)
3. the Business does any of the following
 - a. making a composition or arrangement with creditors
 - b. have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - c. have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - d. have a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the business or undertaking duly appointed
 - e. have an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating chargeunless agreed by Us in writing

Contribution

Applicable to the Legal Liabilities Section

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

Applicable to all other Sections insured by this Policy

2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

Contracts (Rights of Third Parties) Act 1999

A person or company who was 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

Discharge of Liability

We may at any time pay

1. The Limit of Liability or the Limit of Indemnity or
2. The Sum Insured or
3. A smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

Fraud

We will not pay for any loss, damage or liability if You or any other person covered by this policy or anyone acting for You makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances We will cancel this insurance contract without refunding any premium and will seek to recover any costs that We have incurred.

Interest Clause

The interests of third parties in the Property which You are required to include on this Policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable

Non Disclosure Misrepresentation or Misdescription

This Policy shall be voidable if you or anyone acting for you fails to disclose misrepresents or misdescribes any material particular

Reasonable Care

It is a condition precedent to Our liability under this Policy that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery equipment furnishings and Vehicles in a good state of repair
3. exercise care in the selection and supervision of Employees
4. 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
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Reinstatement

When We decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
2. documents
3. books
4. information

which we require

Sanction Limitation and Exclusion

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Statement of Fact

This is a record of the information that You provided to Your insurance agent upon which Your insurance quotation is based

Subrogation

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

Warranties

Every warranty to which this Policy or any Section or item specified in the Schedule is or may be made subject to shall from the time the warranty attaches apply and continue to be in force during the duration of the Period of Insurance

Provided that if this Policy or Section or item specified in the Schedule is renewed a claim in respect of Damage occurring following renewal date shall not be barred by reason of a warranty not having been complied with at any time before the date of renewal

General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

Nuclear Risks

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

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

- a. in respect of liability of any Principal
- b. liability assumed by You under agreement and which would not have attached in the absence of such agreement

War Government Action and Terrorism

1. Damage to any property or vehicle whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - a. War Government Action or Terrorism
 - b. civil commotion in Northern Ireland
2. 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 or Terrorism except where we need to provide the minimum insurance required by the Road Traffic Act and to the extent stated in the Liability Provisions

For the purpose of this General Exception 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(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You

Liability Provisions

Subject otherwise to the terms definitions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers' Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of Your legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Defective Workmanship/Sales Indemnity Sub-Section against Your legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
 - a. in respect of or arising out of any one claim or series of claims arising out of one Event £2,000,000 or the amount of the Public Liability and Defective Workmanship/Sales Indemnity Sub-Section indemnity limit stated in the Schedule whichever is the lower but in respect of Defective Workmanship/Sales Indemnity this limitation shall apply to all insured events occurring in any one Period of Insurance

Pollution and Contamination (This Exception does not apply to Legal Liabilities Section or Road Risks Section)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

Date Recognition (This Exception does not apply to Employers Liability Sub-Section)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Property Damage Business Interruption Loss of Money Sections this General Exception shall not exclude subsequent Damage not otherwise excluded

Computer Virus and Hacking

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean 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 or retrieves data whether Your Property or not

Date Recognition Computer Equipment

the expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any data after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

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 affected

Sonic Bangs

loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Property Damage Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section they should also be read in conjunction with the General Definitions at the start of the Policy

Business Hours

The period which the Premises are actually occupied by You Your partners directors or Employees for the purpose of the Business

Portable Computer Equipment

Personal computers micro computers and similar equipment used for processing communicating and storing electronic data and which are designed to be carried by hand

Excess/Excesses shall mean

The amount or amounts shown in Your Policy or the Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Average

You will repay any such amount paid by Us

Overnight Vehicle Excess shall mean

The Excess in respect of Damage to Vehicles on the Premises not contained in a locked building during the hours of 9pm and 6am at each separate location subject to the maximum amount as detailed in the Schedule and will be deducted after the application of Average

You will repay any such amount paid by Us

Property Insured

Buildings shall mean

1. Structures at the Premises
2. Landlords fixtures and fittings in and on the structures
3. Internal and external fixed glass sanitary ware and signs
4. Central heating systems
5. Concrete paved or asphalt forecourts yards terraces drives and footpaths
6. Wall gates and fences

Plant Machinery Trade Fixtures shall mean

1. Machinery plant fixtures fittings and other trade equipment
2. Money and stamps including National Insurance Stamps (excluding Damage by theft or any attempt thereat) for an amount not exceeding £2,000
3. 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 You of the information contained
4. Computer systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein up to an amount not exceeding £25,000
5. Patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement

6. Directors partners customers employees and visitors personal effects of every description (other than motor vehicles) for an amount not exceeding £500 any one person in so far as they are not otherwise insured but any cover granted under this Section for Damage by theft shall not apply to personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment mobile telephones cameras money and securities of any description
7. Internal and external fixed glass sanitary ware and signs as detailed in the Schedule all belonging to You or held by You in trust for which You are responsible but excluding Vehicles and Portable Hand Tools Computers and Electronic Equipment

Portable Hand Tools shall mean

You or Your Employees Portable hand tools for which You have accepted responsibility and are not more specifically insured up to a maximum value any one tool of £1,000

Computers and Electronic Equipment shall mean

All computers including personal computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunications equipment computer controlled or programmed machinery equipment capable of processing data and / or similar devices whether physically or remotely connected thereto

Insured Vehicle(s) shall mean

Any Vehicle which is Your property or for retail sale including those leased in or on consignment from manufacturers or distributors or on commission for which You are responsible

Customer Vehicle(s) shall mean

Any Vehicle held in Your custody or control (not being vehicles temporarily on site for fuel sales or similar passing trade) for which You have accepted responsibility

Contents of Customers Vehicles shall mean

Property (not being Vehicles) held in Your custody or control being the Contents of Customers Vehicles (unless more specifically insured) for which You have accepted responsibility

Stock in Trade shall mean

1. Stock and materials in trade work in progress components and finished goods (not being Vehicles)
 2. attractive stock comprising wines spirits tobacco DVDs audio tapes cassettes and CDs clothing including leather garments crash helmets tyres audio equipment subject to a maximum limit of £2,500 excluding items more specifically insured and stated in the Schedule
- all owned by You or held by You in trust for which You are responsible

Tenants Improvements shall mean

Structural fixtures and fittings and decorations of Yours as occupier of the Premises

Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises as they appear in the Schedule subject to the Excess

The Sum Insured under each item other than for items solely applying to fees removal of debris rent private dwelling houses churches or buildings in course of erection Customers Vehicles and Contents of Customers Vehicles is separately subject to Average

Limit of Liability

The maximum We will pay under this Section in any one Period of Insurance will not exceed

1. the Sum Insured on each item or
2. the total Sum Insured or
3. any other maximum amount payable or limit of liability specified in the Schedule

Section Extensions

All the following extensions shall apply subject to all other terms conditions limits exceptions of this Policy

Annexes

The Property Insured of

1. annexes conveniences and external hoists gangways and staircases
2. extensions communicating with any of the buildings within described
3. sub-stations

are insured under the respective items applying to the Property Insured to which such Property is attached or belongs

Architects Surveyors Legal and Other Professional Fees

The Sum Insured under each item of Building and Plant Machinery in the Schedule includes an amount in respect of architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such Damage and that the liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each such item

Capital Additions

We will indemnify You in respect of Damage to

1. alterations additions and or improvements to the buildings and /or machinery but no appreciation in value thereof
2. newly acquired and/or newly occupied premises provided they are not otherwise insured anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands

Provided that

- a. at any one Premises this extension shall not exceed 10% of the Sum Insured under the relevant item or £250,000 in the aggregate whichever is the less
- b. You shall advise Us
 - i. every six months in respect of any such alterations additions and improvements
 - ii. as soon as practicable of any newly acquired and or newly occupied premises

You will pay the appropriate additional premium required from inception of such additional cover and amounts declared shall be added by endorsement to the Sum Insured by the relative item whereupon these provisions shall be fully reinstated

Contract Sale Price

If an Insured Vehicle sold by You is undelivered and for which You are responsible suffers Damage and the sale contract is cancelled by reason of its condition Our liability will be based on the contract price for the Vehicle

Damage to Framework (Glass in Buildings)

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

The maximum we will pay in respect of any one claim under this Extension is £10,000

Day One Basis

Applicable only to those items showing a Declared Value (DV) as stated in the Schedule

1. You having stated in writing the Declared Value incorporated in each item to which this Extension applies the premium has been calculated accordingly

For the purposes of this Extension Declared Value shall mean

Your assessment of the cost of reinstatement of Buildings Plant Machinery and Tenants Improvements arrived at in accordance with paragraph (1) of the Basis of Claims Settlement Condition at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- a. the additional cost of reinstatement to comply with
 - i. European Union Legislation
 - ii. Act of Parliament
 - iii. Bye-Laws of any public authority
 - b. professional fees
 - c. debris removal costs
2. You must notify Us of the Declared Value at the start of each Period of Insurance
If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance
 3. Provisions (2) and (4) of the Basis of Claims Settlement Condition are restated as follows
 4. If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Condition
 5. We will not pay under this Condition
 - a. until You have incurred the cost of replacing or repairing the Property Insured
 - b. if You or someone acting on Your behalf have insured the Property Insured under another policy which does not have the same basis of reinstatement
 - c. if You do not comply with any of the provisions of this Condition

However the Sums Insured will be limited by the amounts as stated in the Schedule

Debris Removal

The Sum Insured for each item of Property Insured under this Section includes costs and expenses necessarily incurred by You with Our consent in

1. removing debris from
2. dismantling and or demolishing
3. shoring up or propping

the portion or portions of the Property Insured by the said items following Damage

But we will not indemnify You in respect of costs and expenses

- a. incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- b. arising from pollution or contamination of Property not insured by this Section

Drain Clearance

The Sum Insured for each item under Buildings and/or Plant Machinery extends to include costs and expenses necessarily incurred by You and for which We agree to for clearing and /or cleaning drains sewers and gutters for which You are responsible and liable following Damage as insured by this Section

European Union and Public Authorities Clause

Following Damage as insured by this Section to each item under Buildings and Plant Machinery We will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

1. European Union legislation or

2. building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority
(both of which are hereinafter referred to as " Regulations" in respect of the destroyed or damaged Property Insured)

This Extension does not apply to

- a. the cost incurred in complying with the Regulations
 - i. in respect of Damage occurring prior to the granting of this Section Extension
 - ii. in respect of Damage not insured by this Section
 - iii. under which notice has been served upon You prior to the happening of the Damage
 - iv. for which there is an existing requirement which has to be implemented within a given period
 - v. in respect of undamaged Property Insured or undamaged portions of Property Insured other than foundations (unless specifically excluded) of that portion of the Property Insured destroyed or damaged
- b. the additional cost that would have been required to make good the Property Insured destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Regulations not arisen
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with Regulations

Provided that

1. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow (during the said 12 months) and may be carried out upon another site (if the regulations so necessitate) subject to the Our liability under this Section Extension not being thereby increased
2. if Our liability under any item of this Section apart from this Section Extension shall be reduced by the application of any of the terms conditions and Exceptions of this Section then Our liability under this Section Extension in respect of any such item shall be reduced in like proportion
3. the total amount recoverable under any item of this Section under this Section Extension shall not exceed
 - a. in respect of European Union Legislation
 - i. 15% of the Sum Insured
 - ii. where the Sum Insured by the item applies to Property Insured at more than one Premises 15% of the total amount for which We would have been liable had the Property Insured by the item at the Premises where Damage has occurred been wholly destroyed
 - b. in respect of Regulations the Sum Insured

Exhibition Sites

We will indemnify You in respect of Damage as insured by this Section whilst at any exhibition within Great Britain Northern Ireland the Channel Islands or the Isle of Man where You are exhibiting goods for a period which does not exceed seven days duration

In the course of demonstration construction erecting or dismantling at any such exhibition

We will not indemnify You in respect of Damage caused by theft or attempted theft from an unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless all keys key cards or remote control transmitter are removed from the Vehicle and the Vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted

The maximum We will pay in respect of any one claim under this Extension is £25,000

Fire Brigade Damage

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following damage caused by fire brigade equipment or personnel in the course of combating fire

The maximum We will pay in respect of any one claim under this Extension is £10,000

Fire Extinguishing Expenses

We will indemnify You in respect of costs and expenses incurred in refilling recharging or replacing any

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

As a result of Damage as insured by this Section

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service

The following is a condition precedent to Our liability to indemnify You in relation to any claim for fire extinguishing expenses If You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

You must maintain all such equipment in accordance with the manufacturer's instruction which is acceptable to Us

The maximum We will pay in respect of any one claim under this extension is £10,000

Index Linking

Each item of Property Insured is declared to be subject to Index Linking unless otherwise specified in the Schedule and it is adjusted at monthly intervals as follows

1. in respect of Buildings Landlords Fixtures and Fittings Tenants Improvements and internal decorations in accordance with the percentage change in the General Building Cost Information Service
2. in respect of Stock in Trade Gross Profit Gross Revenue Gross Rentals Outstanding Debit Balances in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
3. in respect of all other Plant Machinery Trade Fixtures other than Stock in Trade in accordance with the Durable Goods Section of the Retail Prices Index

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal We reserve the right to use alternative suitable indices to those mentioned at any time without prior notice if either index becomes unavailable

Lock Replacement – Other than Vehicles

We will indemnify You in respect of the cost of changing locks or lock mechanisms on doors windows safes and strongrooms at the Premises to maintain security following theft of keys from the Premises or from Your home or the home of any director partner or Employee of Yours

The maximum We will pay in respect of any one claim under this extension is £1,000

Lock and Keys Replacement - Vehicles

We will indemnify You in respect of the cost of replacing locks entry key and transponders ignition and steering locks that can be opened or operated with the lost items to maintain security following theft of keys

The maximum We will pay for all losses occurring during any one period of insurance under this extension is £20,000

We will not be liable unless

1. You inform the Police of the loss as soon as it is discovered
2. there is a reasonable belief that such keys and transponders are in the possession of a person other than You and the person will know the identity and location of the vehicles

Loss of Metered Water

We will pay for charges for which You are responsible if water is accidentally discharged from a metered water system providing service to the Premises

The maximum We will pay in respect of any one claim under this Extension is £10,000

Loss of Use (Customer's Vehicles)

We will indemnify You in respect of Your legal liability for loss of use where a customer is being deprived of the use of a Vehicle following Damage by this Section

However We will not indemnify You unless

1. You have our written consent and
2. You must repair or replace the customers vehicle as soon as possible

The maximum We will pay in respect of any one claim under this extension is £25,000

Mortgagors Freeholders and Lessors

Mortgagors freeholders and lessors shall not be prejudiced by any increase in the risk of Damage resulting from any act of negligence of any mortgagee leaseholder lessee or occupier of any Buildings insured by this Section provided such increase in risk is without their prior knowledge or authority and We are notified immediately they become aware of such increase in risk

New Vehicles Held for Sale

If a new Vehicle held for sale by You suffers Damage to the extent that it requires notification of the Damage to a prospective purchaser We will pay any reasonable discount to the sale price to effect a sale

We will consider such discount as forming part of a claim and the claim is subject to Us agreeing the level of discount necessary to affect the sale

The maximum We will pay in respect of any one claim under this extension is £5,000

New Vehicles Held for Sale (stolen but undamaged)

If a new Insured Vehicle held for sale by You is stolen but recovered undamaged but requires notification to a prospective purchaser We will pay any reasonable discount to the sale price to affect a sale

We will consider such discount as forming part of a claim and the claim is subject to Us agreeing the level of discount necessary to affect the sale

The maximum We will pay in respect of any one claim under this extension is £5,000

New Vehicle replacement

If any Vehicle owned or registered by You is less than one year old from the date of first registration and the cost of repairing any Damage (that is covered by this Policy) is more than 50% of the insured value of the Vehicle We will replace it with a new Vehicle of the same make model and specification if one is available

If one is not available we will pay you up to the market value of the vehicle We will then own the damaged Vehicle

Non-invalidation

The insurance by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond Your control provided that immediately You become aware thereof You shall give notice to Us and pay an additional premium if required

Other Interests

The interest of parties supplying Property to You under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any such interest to be disclosed in the event of Damage

Perishable goods

We will indemnify You in the event of Damage to Perishable Goods (being goods which it is normal practice to place into a refrigeration unit for purposes of preservation) due to deterioration or putrefaction whilst stored only in any proprietary refrigeration unit contained in the Premises for the purposes of the Business caused by

1. breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
2. escape of refrigerant or refrigeration fumes
3. accidental failure of the public electricity supply

We will pay up to but in no case exceeding the amount detailed in the Schedule

We shall not be liable under this Extension for:

- a. loss caused by wear tear deterioration of the cabinet or other gradually operating cause
- b. loss occurring in any refrigeration unit which is older than 5 years when this insurance commences unless there is in force in respect of such refrigeration unit a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
- c. loss caused by incorrect setting of thermostats or automatic controlling devices
- d. any consequential loss
- e. an Excess of £100
- f. loss arising from the deliberate act of the public electricity supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
- g. Damage insured by any other Section or policy

Rent Payable

The insurance on rent applies only if any of the Buildings or any part thereof are unfit for occupation in consequence of Damage thereto but the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured

Seasonal Increases

The sum insured in respect of Insured's Vehicles is increased by 30% during the months of February March August and September

Subrogation Waiver

In the event of a claim arising under this Section We agree to waive any rights remedies or relief to which We might become entitled by subrogation against

1. any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
2. any Company which is a Subsidiary of a Parent Company of which You are a subsidiary in each case within the meaning of the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage

Temporary Removal – Portable Computer Equipment

We will indemnify You in respect of Portable Computer Equipment insured under this Section whilst anywhere in the world

The maximum We will pay in respect of any one claim is

1. 20% of the Sum Insured specified under Computers and Electronic Equipment in the Schedule
or
2.
 - a. £1,000 in respect of theft or attempted theft from an unattended Vehicle
 - b. £5,000 in respect of any other theft or attempted theft
 - c. £25,000 in respect of any other Damagewhichever is the lower

We will not indemnify You in respect of Damage to Portable Computer Equipment caused by theft or attempted theft

1. from an unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless
 - a. all keys key cards or remote control transmitter are removed from the Vehicle and the Vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted
 - b. the vehicle is situated within a securely locked building or guarded compound between the hours of 9.00 pm and 6.00 am
 - c. the Portable Computer Equipment is
 - i. concealed from view
 - ii. stored in the boot or under the parcel shelf where such facilities are available
 - d. whilst in transit by air unless it is carried as hand luggage

Temporary Removal – Documents and Computer Systems Records

Where an item under this Section includes deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and computer systems records We will indemnify You in respect of Damage insured by this Section to such item while temporarily removed to any premises not in Your occupation and whilst in transit thereto and therefrom in Great Britain Northern Ireland the Isle of Man or the Channel Islands

The maximum We will pay under this Extension is 10% of the total value of the item

Temporary Removal - General

We will indemnify You in respect of Damage as insured by this Section to Plant Machinery Trade Fixtures while temporarily removed to any premises not in Your occupation for the purposes of cleaning repair renovation or other similar purposes and whilst in transit thereto and therefrom in Great Britain Northern Ireland the Isle of Man or the Channel Islands

We will not indemnify You for such Property removed for more than 90 consecutive days unless We agree a longer period

The maximum We will pay under this Extension is 10% of the total value of the Plant Machinery Trade Fixtures item or £50,000 whichever is the lesser

Temporary Removal – Vehicles

We will indemnify You in respect of Damage as insured by this Section to Insured Vehicle(s) and Customer Vehicle(s) while temporarily removed to any premises not in Your occupation for the purposes of cleaning repair renovation or other similar purposes and whilst in transit thereto and therefrom in Great Britain Northern Island the Isle of Man or the Channel Islands

The maximum We will pay in respect of any one claim under this Extension is £25,000

Theft Damage to Buildings

We will indemnify You for the cost of repairing Damage by theft or any attempted theft to the buildings at the Premises (whether or not the buildings are insured hereunder) if You are responsible for the repairs and the Damage is not otherwise insured

Transfer of Interest

If at the time of Damage You shall have contracted to sell Your interest in any Buildings and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the Building is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Our or Your rights and liabilities under this Section up to the date of completion

Trace and Access

We will pay reasonable costs and expenses with Our consent in locating the source of any escape of water from any fixed water services or heating installation or escape of fuel oil including subsequent repair to walls floors or ceilings

But we will not indemnify You

1. for the cost of repairs to any fixed water services or heating installation
2. where Damage results solely from a change in the water table level

Our maximum liability shall under this Extension not exceed £10,000 in the aggregate during any one Period of Insurance

Underground Services

We will pay for Damage for which You are legally liable to underground pipes cables drains and their relevant inspection covers supplying services to and carrying waste from the Premises to the point of junction with public supply lines mains and sewers

The maximum We will pay under this Extension in respect of any claim is £10,000

Workmen

Workmen are allowed in or about any of the Premises for the purposes of carrying out minor alterations repairs decoration and or any maintenance without prejudice to this Policy

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

Automatic Reinstatement

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that

1. You undertake to pay the appropriate additional premium
2. You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require

Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be

1. **Reinstatement** – the amount payable in respect of Buildings Plant Machinery Portable Hand Tools Computers and Electronic Equipment or Tenants Improvements shall be the cost of the reinstatement of the Damage

For this purpose “reinstatement” means

- a. the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out
 - i. in any manner suitable to Your requirements
 - ii. upon another site
- b. the repair or restoration of Property Insured damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Provided that

1. Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed
2. if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time
3. no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement shall have been actually incurred
 - c. if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
4. all the terms and Conditions of this Policy shall apply
 - a. in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
 - b. where claims are payable as if this Basis of Claims Settlement had not been incorporated
5.
 - a. when We decide or are required to reinstate or replace any Property Insured You will at Your own expense provide all such plans documents books and information as may be reasonably required
 - b. We will not be obliged to reinstate Property Insured exactly but only in a satisfactory manner as circumstances allow

The maximum amount We will pay in respect of any one item is the Sum Insured

2. **Indemnity** – the amount payable in respect of Stock and or all other Property Insured shall be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property Insured or any part of it

Provided that

if at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property Insured

Change of Occupancy

You must tell Us immediately if

1. any Building becomes Vacant or Disused
2. any Building stated in the Schedule to be Vacant or Disused or any part of it becomes occupied

Construction Heating and Occupation of the Buildings

Unless otherwise stated in the Schedule or Statement of Fact the Buildings are occupied by You for the sole purpose of the Business and otherwise only as a private dwelling and are

1. constructed of brick stone or concrete

2. roofed with slates tiles concrete metal or asbestos
3. heated by
 - a. low pressure hot water or steam
 - b. oil fired space heaters fed from a fuel tank in the open
 - c. overhead gas or electrical appliance
 - d. gas or electric fires in offices only

Designation

For the purpose of determining where necessary the item heading under which any property is insured We agree to accept the designation under which such property has been entered in Your books or business records

Fire Alarms and Fire Doors

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons If You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

You shall

1. carry out the testing and checking requirements in relation to the automatic fire alarm installation(s) referred to on any completion certificate and remedy promptly any defect disclosed and
2. carry out the maintenance procedures in relation to the automatic fire alarm installation(s) specified by the manufacturers of the equipment and
3. notify to Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for more than 12 hours or more record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by Us or Our representatives
4. keep all fire break doors and shutters closed except during working hours and in efficient working order

Fire Extinguishment – Automatic Sprinkler Installations

This Condition will only apply if detailed in the Schedule

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

When a discount has been allowed in consideration of an automatic sprinkler installation if You have failed to fulfil any of the following conditions the discount may be removed and an additional premium charged to You

You must

1. give Us advance notice in writing if any part of the system is to be altered repaired or rendered inoperative
2. tell Us immediately by telephone or facsimile in the event of any emergency and take precautions as advised by Us
3. allow Us to have access to the Premises at all times to inspect or witness the testing of the system

You must carry out the following tests checks or inspections at weekly intervals and promptly rectify any defects faults or shortcomings revealed by such tests checks and inspections and ensure that any such automatic sprinkler installation(s) are in full and proper operation at all times

1. a test of each installation alarm gong recording the time taken for the alarm to sound
2. an inspection to ensure that all of the following are fully opened and secured by means of a suitable strap and padlock
 - a. installation main stop valves

- b. incoming water supply stop valves
- c. subsidiary stop valves
- 3. a test to establish the condition of
 - a. the circuit between the alarm switch and the control unit
 - b. the connection with the public fire station or alarm receiving centre or public fire brigade control
 Where the circuit is not continuously monitored these tests must be carried out each working day
 - c. the batteries
 A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers
- 4. a check of any alternate or dry installation valves for correct air pressure and settings including accelerator exhausters air compressors ancillary valves
- 5. a test of the automatic and where provision has been made the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes
- 6. a check of the electrically driven pump(s) to ensure that all
 - a. isolators are correctly set
 - b. circuit breakers are correctly set
 - c. electrical supply phase indicators are illuminated
- 7. a check of all the diesel driven pump(s) engine oil level fuel tank content internal coolant circuits battery electrolyte level battery charger oil hoses water hoses oil coolers exhaust systems turbo chargers drive belt tensions and where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests
- 8.
 - a. a check of the
 - i. air pressure tank water level
 - ii. air pressure
 - b. a test of the air and water charging equipment
- 9. a check of the water storage tank(s) water level the automatic refilling mechanism that incoming supply valves are correctly set that incoming supply valves are functional and that any frost precautions are in operation

You must display prominently at each storage area covered by an automatic sprinkler installation a notice of the terms agreed with Us which specifies

- 1. the description of goods which may be stored
- 2. the type of storage
- 3. the maximum height of storage
- 4. the minimum permitted clearance between goods stored and the sprinkler deflectors

You must also comply with the terms of the notice and ensure compliance by Your partners directors or Employees

Fire Extinguishing Appliances

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons If You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

You must maintain all fire extinguishing appliances on the Premises in proper working order and under a contract of maintenance during the Period of Insurance

Subject to the observance of this Condition this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control

Intruder Alarm System

This Condition will only apply if it is specified in the Schedule

For the purpose of this Condition only the following definitions apply

Damage

loss or destruction of or damage to the Property caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons and theft

Intruder Alarm System

an electrical installation to detect and indicate the presence of entry or attempted entry of an intruder into Protected Premises

Protected Premises

the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

Responsible Person

You or any person authorised by You to be responsible for the security of the Premises

Keyholder

You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage by this Condition If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
 - a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
 - b. if the police have withdrawn their response to alarm calls unless We agree otherwise in writing
3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication used to transmit signals during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a Keyholder must remain at the Premises unless We agree otherwise in writing
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
 - a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - b. of notice from a local authority or Magistrate imposing any requirement for abatement of nuisance
 - c. that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order and You must comply with any of Our subsequent requirements
5. You shall not conduct or authorise any alteration or substitution of
 - a. any part of the Intruder Alarm System
 - b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
 - c. the means of communication used to transmit signals from the Intruder Alarm System
 - d. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - e. the maintenance contract

without Our written agreement

6. You and each Keyholder must maintain secrecy of codes and security of keys and setting/ unsetting devices for the operation of the Intruder Alarm System All keys and other setting/ unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
7. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
8. You will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

Minimum Standards of Protections - Security Level 1

The following are conditions precedent to Our liability to indemnify You in relation to any claim for fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft covered by this Section If You have failed to fulfill the following condition You will lose Your right to indemnity or payment for that claim

Unless agreed otherwise by Us in writing within 30 days of inception of this Policy the following protections shall be fitted to the under-mentioned doors windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended

1. on timber final exit doors or other external timber doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)
 - a. if single leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
 - b. if double leaf
 - i. on the first closing leaf flush or barrel bolts the latter at least 200mm (8") long or key operated locks or bolts fitted top and bottom in every case
 - ii. on the second closing leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate or a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or high security cylinder mechanism.
 - c. if single or double leaf and also outward opening hinge bolts fitted top and bottom
2. on external aluminum or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock (similar to the Adams Rite MS1950 series locks) including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf
3.
 - a. on steel final exit doors and all sliding final exit doors a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or mortice hook bolt lock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
 - b. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar a good quality close shackle padlock with minimum of five levers or high security cylinder mechanism fitted externally or substantial padlocking bar and high quality open shackle padlock with minimum of five levers or high security cylinder mechanism fitted internally
 - c. on sliding patio doors
 - i. a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)or
 - ii. two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
4. any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer this may be by means of a suitable lock for use in emergency escape situations and it must

not be possible for the lock to be operated by breaking or removing glazing either in the door itself or in a window immediately adjacent to the door and with hinge bolts fitted top and bottom of outwards opening doors

5. on opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes
 - a. key-operated window locks with the keys removed when in operation
 - b. or solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart securely fixed to the brickwork or masonry surrounding the window
 - c. or lockable steel expanded metal window gates or weld mesh grilles
 - d. or shutters that are used to cover the whole of the window opening
6. where installed
all roller shutters where no other inner door is being protected including such roller shutters that contain wicket doors or equivalent a manufacturer's standard recommended locking device for that type of roller shutter

Paint Spraying Conditions (only applicable if stated in the Schedule)

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage caused by fire. If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

Condition 1 (applicable to all risks engaged in full paint spraying)

You must ensure that no spraying of cellulose or other paints with flash points below 32 degrees Centigrade be done unless

1. all paint spraying is undertaken in the booth provided
2. such paint spraying booth be provided with self closing doors and a ventilating fan extracting to the outside of the building such fan to be kept running for at least five minutes after work has ceased
3. a nine litre foam type fire extinguisher is kept immediately adjacent to the booth at all times
4. the booth be thoroughly cleaned at least once a week and whenever a change-over from cellulose paints to synthetic paints is made with a stiff fibre or non-ferrous metal brushes or scrapers and the residue placed in water
5. only the paint in actual use be kept in the booth and all other stocks of paints and thinners be kept in a special paint store in sealed cans
6. all switches and electrical apparatus have flameproof fittings

Condition 2 (applicable to risks involved in touch up spraying only)

You must ensure that no spraying of cellulose or other paints with a flash point below 32 degrees Centigrade be done unless

1. it be carried out within the depicted area and will not exceed one hour in any working day
2. only the quantity of paints and thinners required for one day be allowed within the spraying area
3. all heating appliances be turned off fifteen minutes before such spraying is to commence and will remain turned off during the spraying and for fifteen minutes after the spraying ceases

Security

If in relation to any claim for fire explosion riot civil commotion strikes locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft covered by this Section and You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

1. whenever the Premises are closed for business or left unattended all locks bolts and other security devices including any intruder alarm system(s) are put into full and effective operation
2. any keys for the Premises and/or intruder alarm system are removed from the Premises whenever the Premises are closed for business or are left unattended for any reason whatsoever
3. You maintain the secrecy codes for the operation of the Intruder Alarm System to authorised persons and no details of same are left on the Premises
4. If the Portable Hand Tools Sum Insured is £10,000 or greater We shall not be liable for Damage following theft or attempted theft to Portable Hand Tools outside Business Hours or whilst the Premises are unattended unless they are stored in a locked tool chest(s) which are secured to the fabric of the building by substantial chains approved to "Sold Secure" Gold or equivalent or a metal bar with a minimum thickness of 6mm and a closed shackle padlock conforming to at least CEN Grade 4 or protected by a method agreed by Us in writing
5. during Business Hours all unattended Vehicles being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle (including Insured Vehicles displayed for retail sale purposes and Customer Vehicles) must be securely locked and all windows and similar openings tightly closed with the ignition key removed therefrom and kept in a place of safety out of sight from the public
6. outside Business Hours all unattended Vehicles being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle (including Insured Vehicles displayed for retail sale purposes and Customer Vehicles left in Your custody) must be securely locked and all windows and similar openings tightly closed with the ignition key

removed therefrom to within the Premises and retained within a locked safe or cabinet or all Vehicle keys to be removed from the Premises

7. outside Business Hours all Vehicles where the individual value is in excess of £40,000 or as detailed in the Schedule must be kept within a locked building at the Premises

Stock Declaration

Where 'SDC' appears against the Sum Insured under Stock in Trade in the Schedule the following shall apply the premium for the item(s) is provisional and subject to adjustment as hereinafter provided

1. the separate value of the Property Insured under each such item shall be declared in writing by You to Us either monthly or quarterly as previously agreed and if You fail to give such a declaration then You shall be deemed to have declared the original Sum Insured by the item(s) on the declaration date
2. unless otherwise stated in the Schedule to the contrary the dates on which values are to be calculated shall be
 - a. monthly declarations - the last day of each month or
 - b. quarterly declarations - the last day of every 3 month period commencing from the beginning of the Period of Insurancethe declared values to reach Us within 30 days of the declaration date
3. if You declare a value greater than the Sum Insured We will take the Sum Insured stated in the Schedule to be the value declared
4. at the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared
5. if the actual premium is more than the provisional premium paid You will pay the difference
6. if the actual premium is less than the provisional premium paid We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively
7. the Sum Insured for each item will not be reduced by the amount of any claim however You must pay the additional premium required to reinstate the Sum Insured
8. every insurance on Stock in Trade must be similar in wording with this insurance

Trade Conditions

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage caused by fire If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that

1. all oily and/or greasy waste and all used cleaning cloths which remain in the building outside normal working hours be kept in metal receptacles with metal lids
 - a. You must remove the contents of such metal receptacles from the buildings at least once a week
2. no cellulose paint be stored or used on the Premises unless the Paint Spraying Conditions are stated as being applicable in the Schedule
3. no woodworking by power is done
4. all battery charging benches be covered with slate glass tile or other non-conducting and non-porous material and no overnight vehicle battery charging to be done
5. no motor spirit flashing below 32 degrees centigrade other than forty five litres in closed tins be kept except under the following conditions
 - a. in or on any Vehicle for the use of such Vehicle only
 - b. in closed nine litre tins in a compartment the sides of which are constructed of brickwork masonry and / or concrete and the floor and roof or ceiling including any supports of incombustible material in no part less than eight centimetres thick and having a closely fitting door constructed of incombustible material or hardwood to each opening
 - c. in an enclosed underground tank filled and emptied by hose connection or pump only

Additional Contingencies

The following additional contingency applies to this Section only if stated in the Schedule

Subsidence Ground Heave or Landslip

We will indemnify You in respect of Damage at the Premises caused by subsidence or ground heave of the site to the Property Insured or landslip

We will only indemnify You in respect of Damage to

1. forecourts car parks driveways footpaths swimming pools terraces or patios
 2. wall gates hedges or fences
- if
- a. such property is specifically insured by this Section and
 - b. Damage also occurs to the building to which such property applies and that building is insured by this Section

But we will not indemnify You for Damage

1. arising from the settlement or movement of made-up ground or by coastal or river erosion
2. occurring as a result of the construction demolition alteration or structural repair of any Buildings/structures at the Premises
3. arising from the normal settlement or bedding down of new structures
4. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
5. commencing prior to the issue of cover under this Policy
6. as a result of movement of solid floor slabs
7. However We will indemnify You if there is Damage to the foundations beneath the same exterior walls of the Premises at the same time
8. the Excess specified in the Schedule

Endorsements

These Endorsements are operative only if confirmed in the Schedule

Endorsement - Security Level 2

It is a condition precedent to liability in respect of Damage caused by theft or attempted theft under the Property Damage Section and loss of Money under the Money Personal Accident Assault and Wrongful Conversion Section of this Policy that within 30 days from the date the cover inception or renewed at the specified Premises unless otherwise agreed by Us in writing that the following protections be fitted **in addition to the Minimum Standards of Protections – Security Level 1**

A Grade 2B intruder alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and trap and / or internal movement detectors
2. signaling by audible means and digital communicator with remote signaling to alarm receiving centre with line fault monitoring from the protected premises
3. qualifies for Level 1 Police response

or

1. all external doors to be
 - a. steel sheeted or
 - b. additionally protected by proprietary metal roller shutter doors with cylinder profile lock welded to the shutter channel on each side one metre from ground level
2. all accessible windows to be barred grilled or protected by proprietary metal roller shutters or lockable expanded metal steel gates or weld mesh grilles

Endorsement: Security Level 3

It is a condition precedent to liability in respect of Damage caused by theft or attempted theft under the Property Damage Section and loss of Money under the Money Personal Accident Assault and Wrongful Conversion Section of this Policy unless otherwise agreed by Us in writing that the following protections be fitted **in addition to the Minimum Standards of Protections – Security Level 1**

A Grade 3C alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and internal movement detectors
2. confirmed activation by means of sequential activation of detectors.
3. signaling by BT RedCare GSM or DualCom GPRS

and qualifies for Level 1 Police response

Section Exceptions

The following exceptions apply to this Section

We will not indemnify You in respect of

1. Damage caused by or consisting of
 - a. inherent vice latent defect
 - b. gradual deterioration or wear and tear
 - c. frost (other than frost Damage to Insureds Vehicles and Customers Vehicles) or change in water table level
 - d. faulty design or faulty materials used in its construction
 - e. faulty workmanship operating error or omission by You Your partners directors or Employees
 - f. the bursting of a
 - i. boiler
 - ii. other equipmentnot being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control
However We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded
2. Damage caused by or consisting of
 - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects mould or fungus
 - b. change in temperature colour flavour or finish
 - c. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - d. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

However We will indemnify You in respect of

- i. Damage not otherwise excluded which itself results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons other than thieves earthquake storm or flood escape of water from any tank apparatus or pipes falling trees impact escape of fuel from any fixed oil heating installation or any other accidental cause
- ii. any subsequent Damage which itself results from a cause not otherwise excluded
3. Damage caused by or consisting of
 - a. Subsidence ground heave or landslip unless resulting from fire explosion earthquake or escape of water from any tank apparatus or pipe
 - b. normal settlement of new structures
 - c. acts of fraud or dishonesty

- d. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information or clerical error
 - e. theft of moveable property in the open (other than Vehicles) after Business Hours in the open yards and forecourts of the Premises or from any building thereon which are incapable of being locked
4. Damage to a building or structure caused by its own collapse or cracking
However We will indemnify You in respect of such Damage if it results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons other than thieves earthquake storm or flood escape of water from any tank apparatus or pipes falling trees impact escape of fuel from any fixed oil heating installation and is not otherwise excluded
5. Damage to Property which is not designed to be kept in the open whilst it is in the open caused by wind rain hail sleet snow flood dust
- 6.
- a. Damage caused by fire resulting from any heating process or any process involving the application of heat
 - b. Damage to that portion of any item caused by its own self ignition leakage of electricity short circuiting or over running
 - c. Damage resulting from its undergoing any process of
 - ii. production or packing
 - iii. treatment testing or commissioning
 - iv. service or repair
 However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded
7. Damage while any building is Vacant or Disused caused by
- a. escape of water from any tank apparatus or pipe
 - b. malicious persons
 - c. theft or attempted theft
- However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise caused
8. Damage to tyres caused by braking or by punctures cuts or bursts
9. loss of value of Insureds Vehicles or Customers Vehicles other than as described in New Vehicles Held for Sale Extension or New Vehicles Held for Sale (stolen but undamaged) Extension
10. Damage to
- a. railway locomotives or rolling stock watercraft or aircraft
 - b. property in the course of construction including materials for use in construction
 - c. piers jetties bridges culverts or excavations
 - d. livestock growing crops or trees
 - e. all fixed glass other than as defined in Buildings unless such Property is specifically stated in the Schedule and not otherwise excluded
 - f. money cheques stamps bonds credit cards or securities of any description jewellery precious stones or precious metals or articles composed of them bullion curiosities rare books or works of art
- However We will provide indemnity if such Property is specifically stated in the Schedule and not otherwise excluded
11. Damage more specifically insured by You or on Your behalf
12. consequential loss or loss of use other than under the Loss of Use (Customers Vehicles) Extension
However We will indemnify You in respect of rent when this cover is specified in the Schedule and the Damage is not otherwise excluded

Equipment Breakdown Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Accident

Shall mean

1. electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force
2. artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure
4. Damage to Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
5. loss or damage to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or even (not otherwise excluded) occurring inside such equipment
6. loss or damage caused by operator error
7. loss or damage caused by materials being processed

If an initial Accident causes other Accidents all will be considered one Accident All Accidents that are the result of the same event will be considered one Accident

Breakdown

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

Collapse

the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered 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)

Computer Equipment

1. electronic computer or other data processing and / or storage equipment
2. software and programs licensed to You and installed on 1. above

Covered Equipment

Equipment at the Premises owned by You or for which You are responsible

1. built to operate under vacuum or pressure other than weight of contents or
2. oil and water storage tanks or
3. used for the generation transmission storage or conversion of energy

None of the following is Covered Equipment

- a. structure foundation masonry brickwork cabinet compartment or air supported structure or building
- b. insulating or refractory material
- c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)

- d. self propelled plant and equipment (other than fork lift trucks used by You at Your Premises) dragline excavation or construction equipment
- e. equipment manufactured by You for sale
- f. tools dies cutting edges crushing surfaces trailing cables non metallic linings driving belts or bands or any part requiring periodic renewal
- g. any electronic equipment (other than Computer Equipment and Vehicle diagnostic equipment) used for research diagnostic treatment experimental or other medical or scientific purposes
- h. any Manufacturing Production or Process Equipment
- i. any electricity generating equipment other than emergency back-up power equipment or wind turbines (less than 10kw) or photovoltaic equipment less than 50kw

Derangement

electrical or mechanical malfunction of the machinery arising from a cause internal to Computer Equipment unaccompanied by visible damage to or breaking of any parts of the equipment

Explosion

the sudden and violent rending of the Covered 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 Equipment together with forcible ejection of the contents

Hazardous substance

Any substance other than ammonia that has been declared to be hazardous to health by a government agency

Media

all forms of electronic magnetic and optical tapes and discs for use in any Computer Equipment

Verified

checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

Manufacturing Production or Process Equipment

any machine or apparatus (other than boilers lifts fork lift trucks dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by You and any equipment which exclusively serves such machinery or apparatus

Cover

We will indemnify You in respect of loss or damage caused by or resulting from an Accident to Covered Equipment owned by You or for which You are responsible in respect of Property Insured as defined in the Property Damage Section of this Policy and detailed in the Schedule

Extensions

The following extensions also apply to loss or damage caused by or resulting from an Accident to Covered Equipment These extensions of cover do not provide additional amounts of indemnity

Hazardous Substances

We will indemnify You in respect of the additional cost to repair or replace Covered Equipment because of contamination by a hazardous substance including any additional expenses incurred to clean up or dispose of such property

The maximum amount We will pay in respect of this Extension including any actual Business Interruption sustained shall be £10,000 any one Accident

Computer Equipment Reinstatement of Data and Increased Costs of Working

1. We will indemnify You for loss or damage caused by or resulting from an Accident to Computer Equipment
Our liability shall not exceed £500,000 for any one Accident to Computer Equipment other than portable
Computer Equipment where Our liability shall not exceed £5,000 any one Accident
2. In addition We shall indemnify You for costs incurred in reinstating data lost or damaged in consequence of
an Accident to or Derangement of Computer Equipment
Provided that
 - a. liability is limited solely to the cost of reinstating data onto Media
 - b. Our liability shall not exceed £50,000 in respect of such costs
 - c. We will not indemnify You for Damage to software
3. In addition We will pay reasonable costs necessarily incurred in minimising or preventing the resulting
interruption or interference to Your computer operations Our total liability shall not exceed £50,000 any one
Accident in respect of such additional costs

Business Interruption

Our liability for loss as described under the Business Interruption Section of this Policy that is caused by an Accident
to Covered Equipment shall not exceed £100,000

Public Authorities/Law or Ordinance

If an Accident to Covered 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 Accident that regulates the
construction or repair of buildings or establishes zoning or land use requirements We shall indemnify You for the
following additional costs to comply with such ordinance or law

1. Your actual expenditures for the cost to demolish and clear the site of undamaged parts
2. Your 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
3. loss as described under the Loss of Income Section of the Policy caused by loss covered in (1) or (2) above

We will not indemnify You for

- a. any fine
- b. any liability to a third party
- c. any increase in loss due to a hazardous substance (other than as specifically insured under Hazardous
Substances Extension) or
- d. increased construction costs until the building is actually repaired or replaced

This additional coverage is within and does not increase the Limit of Indemnity shown in the Schedule

Expediting Expenses

With respect to damaged Covered Property We shall indemnify You for the reasonable extra cost to make temporary
repairs and expedite permanent repairs or permanent replacement

The maximum We shall pay in respect of this extension shall be £20,000 any one Accident

Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire
charges actually incurred by You 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 lost or damaged

The maximum We will pay in respect of this extension shall be £10,000 any one Accident

Loss of Contents

The insurance under this Section extends to include damage caused by an Accident to oil storage tanks or water tanks including connected pipework belonging to You or for which You are responsible at the Premises

In addition this extension covers loss of the contents of oil storage tanks caused by

1. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident
2. contamination - contamination of the contents of the oil storage tanks caused by or resulting from an Accident including cleaning costs incurred as a result of such loss

This extension excludes

- a. Damage caused by fire howsoever the fire may have been caused
- b. Damage 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
 - ii. the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
- d. loss sustained whilst oil storage tanks are in transit between Premises
- e. costs or expenses arising from pollution or contamination of property not covered by this Extension

The maximum We will pay in respect of any one Accident or series of Accidents arising out of one occurrence shall be £10,000

Special Conditions

Basis of Claims Settlement

As described in the Contents and Loss of Income Sections of this Policy

Precautions

You shall exercise due diligence in

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

Back Up Records

You shall maintain a minimum of 2 generations of Verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

Exceptions

We will not be liable for loss or damage caused by or resulting from

1. a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. any programming error programming limitation computer virus malicious code loss of data (other than as specifically provided for under Computer Equipment Reinstatement of Data and Increased Costs of Working Extension) loss of access loss of use of functionality or other condition within or involving data or media of any kind

We will not be liable for loss or damage caused by

1. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
2. any condition that can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance

But if insured damage by this Section from an Accident results We will be liable for that resulting damage

We will not be liable for loss or damage recoverable under the maintenance agreement or any Warranty or Guarantee or which would be recoverable but for breach of Your obligations under the agreement

Business Interruption Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Damage

loss of or damage to the Property used by You at the Premises for the purpose of the Business

Indemnity Period

the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof

Turnover

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

Maximum Indemnity Period

the period detailed in the Schedule

Gross Profit shall mean the amount by which

1. the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
2. the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with Your usual accounting methods due provision being made for depreciation and any discounts allowed

Uninsured Working Expenses

any standing charges of the Business not insured by this Policy having been deducted in arriving at the Sum Insured by the item detailed in the Schedule applicable to this Section

Estimated Gross Profit

the amount declared by You to Us 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 Maximum Indemnity Period exceeds twelve months)

Book Debts

The money owed to You by Your customers at the date of the Damage taking into account

1. bad debts
2. debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
3. abnormal trading conditions affecting the Business
4. Your last record of amounts owed by customers

Rate of Gross Profit

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

Annual Turnover

the Turnover during the twelve months immediately before the date of the Damage

Standard Turnover

the Turnover during the period in the twelve months immediately before the date of the occurrence which corresponds with the Indemnity Period

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

Cover

In respect of each item in the Schedule We will indemnify You in respect of loss resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of Damage to Property occurring during the Period of Insurance under the Property Damage Section of the Policy unless otherwise stated in the Schedule

Provided that

1. payment shall have been made or liability admitted for the Damage under an insurance covering Your interest in the property
or
2. payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount

Limit of Liability

Our liability under this Section shall not exceed

1. 133 1/3% of the Estimated Gross Profit shown in the Schedule
and
2. 100% of the total Sum Insured shown in the Schedule for each other item stated in the Schedule

Basis of Settlement

The following terms of settlement apply only if the paragraph title appears in the Schedule as the Specification

Gross Profit/Estimated Gross Profit

The insurance under this item is limited to loss of Gross Profit due to (1) reduction in Turnover and (2) increase in cost of working and the amount payable as indemnity thereunder shall be

1. 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 fall short of the Standard Turnover in consequence of the Damage
2. in respect of increase in cost of working
the additional expenditure (subject to the provisions of the Uninsured Working Expenses) 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

Provided that

if the sum insured by the item on Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands or in transit between them sustain Damage as defined which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
2. the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this specification

provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

We will not indemnify You as a result of

1. erasure or distortion of information on computer systems or other records
2. deliberate falsification of business records
3. mislaying or misfiling of tapes and records
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration vermin rust damp or mildew
6. dishonest or fraudulent acts by any of Your employees

Special Condition

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy

1. in a locked fire-resistant safe or cabinet at the Premises or
2. away from the Premises

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage

Loss of Rent Receivable

We will pay in respect of rent receivable the difference between

1. the rent that would have been receivable for the Premises during the Indemnity Period but for the Damage and
2. the amount of rent actually received during the same period less any savings in charges or expenses of the Business which
 - a. are payable out of rent receivable and
 - b. reduce or cease due to the Damage

If at the time of the Damage the Sum Insured specified in the Schedule is less than the rent which but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months) You will be Your own insurer for the difference and bear a rateable share of the loss

Additional Increased Cost of Working

We will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain the Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working insured by the Specification of this Section

The maximum We will pay is the Sum Insured stated in the Schedule

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

Alternative Trading

If during the Indemnity Period goods shall be sold accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Gross Profit during the Indemnity Period

Automatic Reinstatement

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary

However You must pay the additional premium required to reinstate the Sum Insured

Current Cost Accounting

For the purpose of these Section Definitions any adjustment implemented in current cost accounting shall be disregarded

Premium Adjustment

The following provisions apply separately to each item on Gross Profit

1. Where the premium paid is not on a provisional basis it may be adjusted at the end of the Period of Insurance
We will allow a pro rata return of premium not exceeding 50% of the premium paid if the premium calculated at the appropriate rate on the actual Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors is less than the premium paid
If any Damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage
2. Where a provisional premium is paid at the commencement of each Period of Insurance You shall declare to Us within six months of the expiry of each period the actual Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors
The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below provided that

if any Damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage

- a. in respect of Limit of Liability (1) in this Section if the premium calculated is
 - i. less than the premium paid We will repay the difference to You
 - ii. greater than the premium paid You shall pay the difference
- b. in respect of Limit of Liability (2) in this Section if the premium calculated is
 - i. less than the premium paid We will repay the difference to You but not exceeding the difference between the premium paid and the premium payable on 50% of the Sum Insured

- ii. greater than the premium paid You shall pay the difference not exceeding the difference between the premium paid and the premium payable on the full Sum Insured

In the event that no declaration is received within six months of the expiry of the Period of Insurance the Sum Insured will be deemed to be the declaration and the additional premium due will become payable

Excess

We will deduct the amount of the excess stated in the Policy or as detailed in the Schedule in respect of each and every claim as calculated after the application of all other terms of this Section

Departmental Clause

If you conduct the Business in departments and independent trading results are obtainable the Basis of Settlement of the Gross Profit will apply separately to each department affected by the Damage

If the insurance is not on a declaration linked basis if the Sum Insured by such item is less than the total of all the sums produced by applying the Rate of Gross Profit for each department of the Business (affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months) You will be Your own insurer for the difference and bear a rateable share of the loss

New Business

For the purposes of any claims arising from Damage occurring before the completion of the first years trading of the Business such loss will be ascertained by applying the Gross Profit earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Gross Profit during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Gross Profit realised during the period between the commencement of the Business and the date of such Damage

Payments on Accounts

Claims payments on account may be made to You during the Indemnity Period if required

Professional Accountants

We will pay Your auditors and professional accountants reasonable charges for

1. producing information We require for investigating any claim and
2. confirming the information is in accordance with Your business books

The maximum We will pay for any claim including auditors and professional accountants charges is the Sum Insured

Subrogation Waiver Clause

In the event of a claim arising under this Section We agree to waive any rights remedies or relief to which We may be entitled by subrogation against

1. any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
2. any company which is a subsidiary of a parent company of which You are Yourself a subsidiary

as defined in or within the meaning of the relevant Companies Act or Companies (NI) Order current at the time of the Damage

Value Added Tax

To the extent that You are accountable to H.M. Customs and Excise for Value Added Tax all terms in this Section shall be exclusive of such tax

Section Extensions

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this policy

We will indemnify You in respect of interruption of or interference with the Business in consequence of Damage as

insured under the Material Damage Section of this Policy during the Period of Insurance unless otherwise stated in the Schedule to

1. the under noted premises or situations
- or
2. to the under noted property

Our liability under each extension for any one occurrence will not exceed

- a. the amount
- or
- b. the percentage of the Sum Insured (or 133 1/3% of the Estimated Amount)

stated in the Schedule as the Limit

Unspecified Suppliers

to property at the premises of any of Your suppliers including any fuel supplier motor vehicle manufacturer or any manufacturer supplying them with components or materials within Great Britain Northern Ireland the Channel Islands or the Isle of Man or any member of the European Union but excluding the premises of any supply undertaking from which You obtain gas water electricity or telecommunications services

The maximum We will pay in respect of any claim shall be 33.33% of the Estimated Gross Profit Sum Insured specified in the Schedule subject to a maximum amount of £1,000,000

Prevention of Access

to property in the vicinity of the Premises which hinders or prevents access to the Premises

The maximum We will pay in respect of any one claim is the Gross Profit / Estimated Gross Profit Sum Insured specified in the Schedule

Property Stored

to Your property including Vehicles whilst stored in any premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

We will not indemnify You in respect of property stored in any premises You partially or fully occupy

The maximum We will pay in respect of any one claim is 12.5% of the Estimated Gross Profit Sum Insured in the Schedule subject to a maximum amount payable of £1,000,000

Exhibition Sites

to any situation within Great Britain Northern Ireland the Channel Islands or the Isle of Man (including transit thereto and therefrom) where You are exhibiting goods for a period which does not exceed seven days duration

The maximum We will pay in respect of any one claim is £25,000

Additional Contingencies

The following Additional Contingencies only apply to this Section if they are stated in the Schedule

Failure of Utilities – Electricity

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority

2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
5. lasting less than consecutive 4 hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Failure of Utilities – Water

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by drought or other weather conditions unless equipment has been damaged
5. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
6. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Failure of Utilities - Gas

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
5. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Failure - Telecommunications Services

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of the telecommunications services at the incoming line terminals or receivers at the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage caused by such conditions
5. caused by failure of any satellite
6. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
7. lasting less than 24 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Loss of MOT Licence

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this additional contingency and they should also be read in conjunction with the Definitions of this section and the General Definitions at the start of this Policy

Damage shall mean

the suspension or withdrawal of Your MOT Licence by the Department of Transport

MOT Licence shall mean

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

Annual Test Fee Income shall mean

the annual income received for delivery of MOT testing services

Cover

If during the Period of Insurance Your MOT Licence is suspended or withdrawn by the Department of Transport and as a consequence the Business carried out by You at the Premises is interrupted or interfered with We will pay to You the amount of loss resulting from such interruption or interference in accordance with the basis of cover shown in the Schedule and described by this additional contingency

Provided that Our maximum liability shall not exceed the amount shown in the Schedule

Extension

Appeal Fees and Charges

We will also pay reasonable charges payable to parties agreed by Us for services provided to enable You to appeal against a suspension or withdrawal of the MOT Licence by the Department of Transport

Special Conditions applicable to this additional contingency

1. The Insured shall take all reasonable
 - a. precautions to prevent a loss under this additional contingency occurring
 - b. steps to observe and comply with all statutory or Public Authority laws obligations and requirements
2. On receipt of a formal warning letter from the Vehicle Inspectorate You must immediately notify and give written confirmation to Us together with copies of documentation received

Exceptions applicable to this additional contingency

We shall not indemnify You for any loss arising from

1. a suspension or warning received during the four weeks immediately following inception of cover under this additional contingency
2. actual or proposed compulsory purchase of the Premises
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 after the commencement of cover to any relevant law unless We confirm in writing that cover will continue after such alteration
6. failure to maintain the Premises equipment or machinery in good general repair

7. failure to keep accurate and up to date documentation as required by the Department of Transport and/or Vehicle Inspectorate
8. a criminal conviction
9. a change in law

Money Personal Accident Assault and Wrongful Conversion Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Bodily Injury

Bodily Injury by violent and visible means

Business Hours

Your normal working hours and any other period which You Your Employee director or partner entrusted with Money are on the Premises in connection with the Business

Loss of Limb

Physical separation of one or more limbs at or above the wrist or ankle or permanent and total loss of use of one or more hands arms legs or feet

Non-Negotiable Money

Crossed cheques crossed giro cheques stamped National Insurance Cards crossed money orders crossed postal orders crossed bankers' drafts crossed warrants national savings certificates premium savings bonds unexpired units in franking machines credit card sales vouchers debit card sales vouchers VAT purchase invoices

Person Insured

You or any of Your partners directors or Employees and in respect of cover (b) Assault aged not less than 16 year old and not more than 75 years

Cover (a) Money

We will indemnify You in respect of loss of Money by any cause occurring at the Premises in transit or at the private residences of any Person Insured anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands during the Period of Insurance

Limit of Liability

Our liability under this Section shall not exceed the limits stated in the Schedule or limit specified in any Extension to this Section

Section Extensions Applicable to Cover (a) Money Only

The following Section Extensions shall apply to Cover (a) Money subject to all other terms conditions limits and exceptions of this Policy

Damage to Money Containers

We will indemnify You for loss or destruction of or damage to any cases bags containers belts or waistcoats owned by You or for which You are responsible being used for carrying Money resulting from theft or attempted theft of Money

The Maximum We will pay in respect of any one claim under this extension is £1,000

Damage to Clothing

We will indemnify You for loss or destruction of or damage to clothing and personal effects belonging to You or any Person Insured resulting from theft or attempted theft of Money up to a limit of £500 any one person

The maximum We will pay in respect of any one claim under this extension is £1,000

Section Exceptions Applicable to Cover (a) Money Only

We shall not indemnify You in respect of loss destruction or damage

1. arising from fraud or dishonesty of any director partner or Employee unless discovered and reported to the Police and Us in writing within 7 days after the event
2. resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason
3. where a more specific insurance is in force except for any excess beyond the amount recoverable thereunder
4. due to errors or omissions
5. from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
6. outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
7. resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer
8. from any gaming machine vending machine or automated teller machine or cash dispensing machine unless specifically stated in the Schedule
9. loss of Money in the custody of any security company

Section Conditions Applicable to Cover (a) Money Only

The following conditions apply to Cover (a) Money and should be read in conjunction with the General Conditions applying to the whole Policy

Accompaniment Limits

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Loss of Money in transit If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

Whenever Money (other than Non-Negotiable Money) is in transit it is to be accompanied by the following numbers of authorised persons between the ages of 18 and 65 unless varied in the Schedule

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

The maximum amount we will pay in respect of any item insured under this Section is the limit stated in the Schedule

Records and Key Security

We will not indemnify You unless

1. a complete record of all Money held by You is kept in a secure place other than in any safe or other receptacle containing Money
2. safe keys are removed from the Premises outside Business Hours
3. all security devices to protect the Premises are properly fitted and put into full operation outside Business Hours

Adjustment to Premium

The premium having been calculated in whole or in part on estimates provided by You and stated in Schedule

1. within one month after the expiry of each Period of Insurance You will provide Us with an accurate declaration so that the premium for that Period of Insurance can be calculated and the difference paid or allowed to You subject to any minimum premium We may require being retained by Us
2. should You fail to supply such a declaration as described in (1) above We will be entitled to charge an additional premium in respect of that Period of Insurance

Theft Protections

The following are conditions precedent to Our liability to indemnify You in relation to any claim for loss of Money at the Premises outside Business Hours If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

all fastenings and protections on the Premises at the commencement of this Policy and all additional fastening and protections which have been stipulated by Us shall be maintained in full and effective working order during the Period of Insurance and put into full and effective operation outside Business Hours

Additional Section Conditions

The following additional conditions apply to Cover (a) Money only if they are specified in the Schedule and should also be read in conjunction with the General Conditions applying to the whole Policy

Intruder Alarm System

For the purpose of this Condition only the following definitions apply

Intruder Alarm System

an electrical installation to detect and indicate the presence entry or attempted entry of an intruder into Protected Premises

Protected Premises

the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

Responsible Person

You or any person authorised by You to be responsible for the security of the Premises

Keyholder

You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

The following are conditions precedent to Our liability to indemnify You in relation to any claim for loss of Money If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
 - a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
 - b. if the police have withdrawn their response to alarm calls unless We agree otherwise in writing
3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication used to transmit signals during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in

its entirety or all the means of communication used to transmit signals are not in full operation a Keyholder must remain at the Premises unless We agree otherwise in writing

4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
 - a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - b. of notice from a local authority or magistrate imposing any requirement for abatement of nuisance that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order and You must comply with any of Our subsequent requirements
5. You shall not conduct or authorise any alteration or substitution of
 - a. any part of the Intruder Alarm System
 - b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
 - c. the means of communication used to transmit signals from the Intruder Alarm System
 - d. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - e. the maintenance contract without Our written agreement
6. You and each Keyholder must maintain secrecy of codes and security of keys and setting/ unsetting devices for the operation of the Intruder Alarm System All keys and other setting/ unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
7. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
8. You will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

Contingent Security Company Cover

We will indemnify You in respect of loss of Money in the custody of any security company You have an agreement with if You are unable to recover the Money from the security company

The following are conditions precedent to Our liability to indemnify You in relation to any claim in respect of loss of Money in the custody or control of any security company If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must

1. provide Us with a copy of the agreement between You and the security company
2. obtain Our written agreement before any changes are made to the agreement
3. comply with the terms of the agreement

Cover (b) Assault

We will pay compensation as detailed in the Schedule in respect of any Bodily Injury sustained by any Person Insured in the course of the Business caused solely and directly by violence occurring during theft or attempted theft of Money and which directly and independently of any other cause results in any of the Contingencies detailed below

Contingencies

1. death (which shall not be presumed by disappearance of the Person Insured) occurring within 24 months of Bodily Injury
2. disablement occurring within 104 weeks of Bodily Injury being
 - a. total and permanent loss of all sight in one or both eyes or
 - b. total Loss of Limb
3. permanent total disablement which after 104 weeks of Bodily Injury prevents the Person Insured from pursuing any occupation
4. temporary total disablement which within 104 weeks of Bodily Injury prevents the Person Insured from pursuing their normal occupation
5. temporary partial disablement which within 104 weeks of Bodily Injury prevents the Person Insured from pursuing a substantial and essential part of their normal occupation
6. Incurred medical expenses

Clauses

Amounts payable

1. We will pay
 - a. weekly compensation at 4 weekly intervals
 - b. compensation under Contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started
2. weekly benefit being paid for the same Bodily Injury will end if We pay compensation under Contingencies 1-3
3. insurance will end for the Person Insured if We pay compensation under Contingencies 1–3
4. reimbursement up to a sum of £500 in respect of Contingency 6

Section Conditions Applicable to (b) Assault

1. In the event of death We shall be entitled to have a post mortem at Our own expense
2. In the event of any Bodily Injury the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as is given as soon as reasonably practicable
3. In the event of any Bodily Injury the Person Insured must as often as may be required submit to medical examination at Our expense
4. The amount payable under Contingencies 4 and 5 shall be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after We have received written notice of any Bodily Injury

Section Exceptions Applicable to (b) Assault

We will not be liable under Cover (b) Assault in respect of any death or disablement attributable to contributed to or accelerated by pregnancy or any pre-existing physical or mental condition

Cover (c) Wrongful Conversion

If stated in the Schedule We will indemnify You in respect of any financial loss You sustain in connection with any Vehicles purchased by You in Great Britain Northern Ireland the Channel Islands or the Isle of Man in the course of the Business and during the Period of Insurance where

1. the lawful and rightful owner has substantiated a valid claim for the return of the Vehicle or its value
2. the person to whom You have contracted to sell the Vehicle has substantiated a valid claim for damages to breach of implied warranty of title

We will also pay costs

- a. recovered from Us by any claimant where We contest the claim or the claim is contested with Our written consent
- b. for the defence of any claim incurred with Our written consent

The maximum We will pay in respect of all Vehicles purchased by You during any one Period of Insurance will not exceed the Limit of Liability stated in the Schedule

Section Conditions Applicable to (c) Wrongful Conversion

If in relation to any claim by this Sub-Section You have failed to fulfil the following conditions You will lose Your right to indemnity or payment for that claim

1. You must ensure that all payments for Vehicle purchased or all allowances for part exchange are settled by cheque card or credit against a new purchase
2. No payment must be made until HPI Limited or Experian Limited confirms that the Vehicle is not subject to any hire purchase interest or adverse information against it

Confirmation may be obtained by telephone but We will not indemnify You until it is produced in writing

Section Exceptions Applicable to (c) Wrongful Conversion

You shall at all times during the currency of the Section be Your own insurer for 25% of the total claim cost and shall bear a rateable share of the loss accordingly

Goods in Transit Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Damage

Loss or destruction of or damage to the Property Insured

Property Insured

Stock in trade components Tools and Vehicles in Transit used in connection with the Business belonging to or under the responsibility of You

Clothing and Personal Effects

Personal possessions of Yours or any director partner or Your Employees or drivers' worn or carried during transit excluding cash bank notes credit cards watches and jewellery

Components

Components parts tyres batteries and all other accessories relevant to Vehicles belonging to You or for which You are responsible

Excess

The amount or amounts shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average

Overnight

Means from 21.00 hours or whenever the Vehicle or trailer was last occupied (whichever is the earlier) to 06.00 hours or until the Vehicle is first used whichever is the later

Vehicles in Transit

Vehicles but only up to a maximum limit of £100,000 any one Vehicle whilst being transported by You on a Vehicle constructed for the purpose but designed to carry a maximum of two such Vehicles any one time

Tools

Tools tool kits or test equipment which You own or are hired by You or used by You in connection with the Business and for which You are responsible including Employees tools

Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance whilst being carried anywhere within or between Great Britain Northern Ireland the Isle of Man and the Channel Islands including whilst

1. loading and unloading
2. temporarily stored in or on a Vehicle during transit
3. conveyed on recognised "roll-on roll-off" vehicle ferries providing no unloading or reloading of the vehicle is involved

Limit of Liability

Our liability under this Section shall not exceed the limits stated in the Schedule or limit specified in any Extension to this Section arising out of any one event at any one location to any one load or combination of loads of Property Insured in transit

Section Extensions

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Additional Expenses

We will indemnify You for costs and expenses reasonably incurred by You with Our consent

1. in transferring the Property Insured to any other vehicle or trailer or delivering such property to its original destination or returning to its place of dispatch consequent upon collision or overturning of the conveying vehicle or trailer up to a limit of £2,500 any one claim
2. the reloading of Property Insured to the conveying vehicle or trailer following accidental discharge up to a limit of £2,500 any one claim
3. the removal of debris and site clearance following Damage to Property Insured up to a limit of £5,000

Clothing and Personal Effects

We will indemnify You for Damage to Clothing and Personal Effects caused by or following an accident to any Vehicle up to a limit of £500 any one claim or the limit as stated in the Schedule

Customers Goods

Damage to customers goods whilst carried in any Vehicle which is conveying Property Insured in transit up to a limit of £500 any one claim

Tarpaulins Sheets Ropes

We will indemnify You for Damage to sheets ropes chains tarpaulins toggles or packing materials owned by You or for which You are responsible while carried on any Vehicle

We will replace such tarpaulins as new if such tarpaulins were not more than one year old at the time of Damage

Section Exceptions

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

We will not provide an indemnity in respect of

1. Damage caused by
 - a. defective or inadequate packing insulation or labelling delay inadequate documentation disappearance or unexplained or inventory shortage
 - b. evaporation or ordinary leakage
 - c. vermin insects wear tear inherent vice latent defect gradual deterioration
 - d. pollution or contamination
 - e. an existing or hidden defect
 - f. indirect or consequential loss
 - g. vibration denting scratching or bruising
 - h. mechanical or electrical breakdown derangement defect or failure
2. Shortage in weight
3. Damage caused by deterioration or variation in temperature unless directly consequent upon fire theft or overturning or collision of the carrying vehicle
4. Damage arising from
 - a. confiscation requisition or destruction by order of any government or any public authority
 - b. riot civil commotion strikes lockouts or labour disturbances
5. Damage
 - a. occurring outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - b. not connected with the Business
6. Damage to

- a. jewellery precious stones watches clocks gold and silver articles furs curios
- b. wines spirits perfumes and tobacco products
- c. audio visual equipment
- d. computer hardware and software
- e. rare books and works of art
- f. Money and bullion non ferrous metals
- g. living creatures
- h. explosives

Unless such Property Insured is specifically stated in the Schedule as insured and the Damage is not otherwise excluded

- 7. Damage caused by theft or attempted theft of the Property Insured and/ or Tools and/or Clothing and Personal Effects from any unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle

Unless You have ensured that

- a. all doors windows and other points of access have been locked where locks have been fitted and
 - b. all manufacturers' security devices have been put into effect and
 - c. the keys have been removed from any unattended Vehicle and
 - d. unattached trailers have anti-hitching devices fitted and they are put into effect
- 8. Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until 6am unless such Vehicle is
 - a. garaged in a securely locked building of substantial nature or
 - b. a compound which has secure walls and/or fences and securely locked gates
 - 9. property in transit for hire or reward
 - 10. the Excess as stated in the Schedule
 - 11. loss of market or indirect or consequential loss

Section Conditions

The following conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

Automatic Reinstatement

The Limits of Liability stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary

You must pay the additional premium required to reinstate the Limit of Liability

Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the Property Insured You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

Basis of Claims Settlement

The amount payable shall be the value of the Property Insured at the time of its Damage or at Our option the reinstatement or replacement of such property or any part of it

Reasonable Care

The following are conditions precedent to Our liability to indemnify You in relation to any claim under this Section for Damage to Property Insured If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must

1. only employ reliable and competent drivers and
2. take all reasonable measures to
 - a. prevent Damage
 - b. secure loads properly
 - c. maintain any Vehicle in accordance with current law
 - d. ensure any Vehicle is suitable for the purpose for which it is to be used
3. allow Us access to examine any Vehicle which You operate or premises from which You operate

Substitution of Vehicles

Where Vehicles are individually specified in the Schedule We will insure subject to the Limit of Liability and any other terms and conditions applicable to the original Vehicle the Property Insured whilst in or on any other vehicle

1. temporarily substituted for the specified Vehicle whilst the Vehicle is out of use for maintenance repair or official vehicle testing
2. permanently substituted for the specified Vehicle provided that You inform Us in writing within 21 days of the substitution

Section Endorsements

The following Endorsements only apply to this Section if specified in the Schedule

Additional Security Clause – Specified Vehicles

We will not indemnify You in respect of Damage resulting from theft or attempted theft from any specified unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless the additional security and / or alarm system approved by Us is

1. put into operation and all alarm keys removed and
2. maintained in accordance with the terms and conditions of the installing company's agreement

Additional Security Clause – Unspecified Vehicles

We will not indemnify You in respect of Damage resulting from theft or attempted theft from any unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless the additional security and / or alarm system approved by Us is

1. put into operation and all alarm keys removed and
2. maintained in accordance with the terms and conditions of the installing company's agreement

Legal Liabilities Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Asbestos

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

Costs and Expenses

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
 - a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
 - b. any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

Compensation

Damages including interest

Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

Limit of Indemnity

The limit as specified in the Schedule including all costs and expenses

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

Product Supplied

any product or thing including packaging containers instructions and labels sold supplied cleaned maintained inspected erected repaired altered treated installed tested serviced or delivered by or through You in the course of the Business within the Geographical Limits

Geographical Limits

- A. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
- B. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non-manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (A) above
- C. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied cleaned maintained inspected erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

Employers Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Geographical Limits and arising out of employment by You in the course of the Business

Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Unsatisfied Court Judgments

This Sub-Section extends to include the following

In the event of Injury sustained by any Employee caused during the Period of Insurance within the Geographical Limits and arising out of employment by You in the course of the Business which results in a judgment for Compensation being obtained by the Employee or the personal representatives of the Employee and which remains unsatisfied in whole or part six months after the date of such judgment We will at Your request pay to the Employee or the personal representatives of the Employee the amount of any such Compensation and any costs awarded to the Employee or the personal representatives of the Employee to the extent that they remain unsatisfied provided that

1. the judgment for Compensation is obtained
 - a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
 - b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

Injuries to Working Partners (only applicable if stated in the Schedule)

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury

Public Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

and occurring during the Period of Insurance within the Geographical Limits in connection with the Business

Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Contingent Motor Liability

Notwithstanding Exception (5) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf 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
3. in respect of which You are entitled to indemnity under any other insurance

Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses under Section 13 of the Data Protection Act 1998 caused in connection with the Business during the Period of Insurance provided that You are

1. a registered user in accordance with the terms of the Act
2. not in business as a computer bureau

The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

- a. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- b. legal liability caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
- g. legal liability where indemnity is provided by any other insurance

Defective Premises Act

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
 - a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
 - b. the cost of remedying any defect or alleged defect in the premises disposed of by You

Employees and Visitors Personal Belongings

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for accidental damage to the vehicles and personal belongings of Your directors partners Employees and visitors which are in Your custody or control

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration
3. in Your custody or control for the purposes of being worked upon

Overseas Personal Liability

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

Conditions applicable to this Sub-Section

Use of Heat

It is a condition precedent to liability that if in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that the following precautions are complied with on each occasion there is use of heat involving a naked flame or open heat source or use of hot air paint strippers grinding wheels angle grinders disc cutters or gas space heaters away from Your Premises

1. The area of work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out A safe distance shall be not less than fifteen metres when welding or cutting operations are carried out

2. Where such precautions are impractical such material will be covered with non-combustible blankets or screens
Combustible parts of Premises will be similarly protected
3. At least one fire extinguisher of a type and capacity suitable for the combustible material and the Premises will be kept immediately adjacent to the area of work in full working order and available for immediate use and You Employees are trained to use
4. Equipment will be lit for as short a time as possible before use and extinguished immediately after use
5. Equipment which is lit or switched-on will not be left unattended
6. A thorough examination for any signs of combustion will be made within or below the area in which the work has been undertaken half an hour after termination of each period of work

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to you whilst it is not being worked upon
3. damage to that part of any Property on which You or any persons acting on Your behalf are or have been working and which arises directly from such work
4. any activity arising out of the organisation or sponsorship of or participation in any motor competition trial performance test race trial of speed whether between Vehicles or otherwise and irrespective of whether this takes place on any circuit or track
5. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
6. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
 - a. which is licenced for road use
 - b. for which compulsory motor insurance or security is required
 - c. which is more specifically insured

Provided always that this exception will not apply in respect of

- i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
- ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant
unless more specifically insured or unless compulsory motor insurance or security is required
7. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged
8. professional services rendered
9. the Excess shown in the Schedule in respect of each and every claim for Damage to Property
10. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
 - a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
 - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
11. any liquidated damages fine or penalty
12. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
13. any activity conducted by You or on behalf which is regulated by the Financial Services Authority

Defective Workmanship/Sales Indemnity Sub-Section

Sub-Section Definitions

Contingencies shall mean

1. the repair servicing or maintenance or any Vehicle including the supply of parts components or accessories relevant to such work
2. the examination of Vehicles in accordance with regulations
3. the pre-delivery check of new Vehicles as required by the manufacturers and the fitting of additional accessories to them
4. the sale of Vehicles and any other Product Supplied

Financial Loss shall mean

A pecuniary loss suffered by a purchaser or user of Products Supplied and not caused by Personal Injury or Damage to Property

Cover

We will indemnify You in respect of all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property

and occurring during the Period of Insurance within the Geographical Limits caused by any of the Contingencies

Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity

Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Consumer Protection Act Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 provided that

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of
 - a. fines or penalties
 - b. costs and expenses insured by any other policy
 - c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

Financial Loss – Products Supplied

We will indemnify You in respect of legal liability for Financial Loss which happens during the Period of Insurance and for which a claim is made as a result of Products Supplied after the inception of this Policy not being of merchantable quality nor fit for the intended purpose

The maximum amount including Costs and Expenses which We will pay in respect of all Financial Loss happening during any one Period of insurance shall not exceed £250,000

We will not provide indemnity in respect of 10% of each and every claim for Financial Loss

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to you whilst it is not being worked upon
3. damage to that part of any Property on which You or any persons acting on Your behalf are or have been working and which arises directly from such work
4. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee would normally be charged
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
6. professional services rendered
7. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose other than for
 - a. Vehicles sold or supplied by You
 - b. Damage to Vehicles directly resulting from work undertaken by You or on Your behalf
8. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
9. any liquidated damages fine or penalty
10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
11. any Product Supplied which is in Your custody or control
12. any activity conducted by You or on behalf which is regulated by the Financial Services Authority
13. any claim arising whilst any Vehicle is being driven by You or on Your behalf
14. the cost or repair reinstatement or rectification of the original repair servicing cleaning inspection testing alteration treatment or maintenance work by or on Your behalf which gives rise to a claim
15. the Excess stated in the Schedule in respect of Damage to Customers Vehicles undergoing work

Extensions applicable to Legal Liabilities Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Additional Persons Insured

We will indemnify

1. in the event of the death of any person entitled to indemnity under this Section the deceaseds legal representatives but only in respect of legal liability incurred by such deceased person
2. at Your request
 - a. any of Your directors partners or Employees in respect of legal liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
 - b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capabilities as such
 - c. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You we will provide compensation to You up to a maximum of £250 per day on which attendance is required

Contractual Liability and Indemnity to Principal

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service or providing a Product Supplied where such party is responsible for setting out the terms of the contract or agreement

Cross Liabilities

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

Health and Safety at Work Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
 - a. fines or penalties
 - b. costs and expenses insured by any other policy
 - c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

Exceptions applicable to Legal Liabilities Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

Asbestos

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

Pollution or Contamination (applicable to Public Liability Sub-Section and Defective Workmanship/Sales Indemnity Sub-Section)

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exclusion and limitation "Pollution or Contamination" shall be deemed to mean

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- and
- b. all loss or damage to Property or Injury directly or indirectly caused by such pollution or contamination

Liability under Contract or Agreement

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

Vehicles

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation

Essential Business Legal Expenses Section

This Section is only operative if specified in the Schedule.

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy.

Appointed Advisor

The solicitor accountant or other advisor appointed by Us to act on behalf of the Person-Insured under the terms of the Section.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of 'no win no fee'.

Conditional Fee Agreement

A legally enforceable agreement between the Person-Insured and the Appointed Advisor for paying their professional fees on the basis of 'no win no fee'.

Employee

A worker who has or alleges they have entered into a contract of service with You provided they have been declared to Us and not as stated in the General Definitions of this Policy.

Legal Costs and Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us. The term 'standard basis' can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims other side's costs, fees and disbursements where the Person-Insured has been ordered to pay them or pays them with Our agreement.
3. Reasonable accountancy fees reasonably incurred under Insured Event 4 by the Appointed Advisor and agreed by Us in advance.
4. Your employee's basic wages or salary under Insured Event 9 in the course of their employment with You while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where You do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards You under Insured Event 11.

Person- Insured

1. You or any of Your partners directors or Employees aged not less than 16 years nor more than 75 years.
2. The estates heirs legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
3. A person declared to Us who is contracted to perform work for You who is in all other respects insured by You on the same basis as Your other Employees and who performs work under Your supervision.

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the Person-Insured successfully pursuing or defending the claim and if the Person-Insured is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the Person-Insured
 - a. pleads guilty a greater than 50% chance of successfully reducing any sentence or fine or

- b. pleads not guilty a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal a greater than 50% chance of the Person-Insured being successful.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999. A court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002. A court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this Section of the Policy applies.

Territorial Limit

For Insured Events 6, 7 and 12 the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union. For all other Insured Events the United Kingdom Channel Islands and the Isle of Man.

Cover

For those Insured Events shown in the Schedule We will pay the Person-Insured's Legal Costs and Expenses (and Compensation Awards under Insured Event 2) up the limit of indemnity and aggregate limit specified in Your Policy Schedule for all claims related by time or originating cause including the cost of appeals subject to all of the following requirements being met

1. You have paid the insurance premium;
2. The Person-Insured keeps to the terms of the Policy and cooperates fully with Us;
3. The Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit;
4. The claim
 - a. always has Reasonable Prospects of Success and
 - b. is reported to Us
 - i. during the Period of Insurance and
 - ii. immediately after the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Section;
5. Unless there is a conflict of interest the Person-Insured always agrees to use the Appointed Advisor chosen by Us in any claim
 - a. to be heard by the Small Claims Court or an Employment Tribunal and/or
 - b. before proceedings have been or need to be issued;
6. Any dispute will be dealt with by a court tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body;
7. A claim is considered to be reported to Us when We have received the Person-Insured's fully completed claim form.

Insured Events Covered

1- Employment

A dispute between You and Your Employee ex-Employee or a prospective employee arising from a breach or an alleged breach of their

1. contract of service with You and/or
2. related legal rights.

A claim can be made under this Section of the Policy provided that all internal procedures as set out in the

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures or
- b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

What is not insured under Insured Event 1

Any claim relating to

1. the pursuit of an action by You other than an appeal;
2. redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the Policy except where You have had equivalent cover in force up until the start of this Policy;
3. Legal Costs and Expenses for preparation and representation at an internal disciplinary hearing grievance or appeal.

2 - Employment Compensation Awards

Following a claim We have accepted under Insured Event 1 We will pay any

1. basic and compensatory award;
2. Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013 awarded against You by a tribunal or
3. an amount agreed by Us in settlement of a dispute;

Provided that

- a. Reasonable Prospects of Success exist for a wholly successful defence throughout and
- b. compensation is agreed through mediation or conciliation or under a settlement approved by Us or awarded by a tribunal judgment after full argument unless given by default

What is not insured under Insured Event 2

Compensation Awards and settlements relating to

1. trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning a European Works Council;
2. money due to an Employee under a contract or a statutory provision relating thereto;
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

3 – Employment Restrictive Covenants

1. A dispute with your Employee or ex-Employee which arises from their breach of a restrictive covenant where You are seeking financial remedy or damages

Provided that the restrictive covenant

- a. is designed to protect Your legitimate Business interests and
 - b. is evidenced in writing and signed by Your Employee or ex-Employee
 - c. extends no further than is reasonably necessary to protect the Business interests and
 - d. does not contain restrictions in excess of 12 months.
2. A dispute with another party that alleges that You have breached their legal rights protected by a restrictive covenant

4 -Tax Protection

1. A formally notified aspect or full enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners.
2. A dispute about Your compliance with regulations relating to
 - a. Value Added Tax or
 - b. Pay As You Earn or
 - c. Social Security or
 - d. National Insurance Contributions or
 - e. the Construction Industry Scheme or
 - f. IR35following a compliance check by HM Revenue and Customs.
3. An enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners arising from an alleged discovery by HM Revenue and Customs
Provided that
 - a. all returns are completed and have been submitted within the statutory timescales permitted;
 - b. You keep proper records in accordance with statutory requirements;
 - c. in respect of any appealable matter You have requested an Internal Review from HM Customs where available.

What is not insured under Insured Event 4

Any claim relating to

1. tax returns which result in HM Revenue and Customs imposing a penalty or claiming interest or which contain negligent misstatements.
2. an investigation by the Specialist Investigation Branch of HM Revenue and Customs.
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Person-Insured's financial arrangements.
4. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
5. Your failure to register for VAT.

5 - Property

A dispute relating to Property which You own or is Your responsibility

1. following an event which causes physical damage to Your Property.
2. following a public or private nuisance or trespass.
3. which You wish to recover or repossess from an Employee or ex-Employee.

What is not insured under Insured Event 5

Any claim relating to

1. a contract between You and a third party except for a claim under 5. 3.
2. goods in transit or goods lent or hired out.
3. compulsory purchase demolition restrictions controls or permissions placed on land or property by any government local or public authority.
4. a dispute with any party other than the party who caused the damage nuisance or trespass.

6 – Legal Defence

1. A criminal investigation and/or enquiry by
 - a. the police
 - b. a health and safety authority or
 - c. other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the Person-Insured being prosecuted.

2. An offence or alleged offence which leads to the Person-Insured being prosecuted in a court of criminal jurisdiction.
3. A motor prosecution brought against Your directors and/or partners which does not relate to the Business.

What is not insured under Insured Event 6

Any claim relating to a parking offence.

7 – Compliance and Regulation

1. Receipt of a Statutory Notice served against You.
2. Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.
4. A claim against You for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against You provided that You are registered with the Information Commissioner.

What is not insured under Insured Event 7

Any claim relating to

1. the pursuit of an action by You other than an appeal.
2. a routine inspection by a regulatory authority.
3. a Health and Safety Executive Fee for Intervention.

8 – Statutory Licence Appeals

An appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence or compulsory registration.

9 – Loss of Earning

The Person-Insured's absence from work to attend court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.

What is not insured under Insured Event 9

Any sum which can be recovered from the court or tribunal.

10 – Employees' Extra Protection

At Your request

1. where civil proceedings are issued against Your Employee
 - a. for unlawful discrimination or
 - b. in their capacity as a trustee of a pension fund set up for the benefit of Your Employees.
2. where Your Employee or a member of their family suffers physical bodily injury or death as a result of a sudden event.
3. a claim arising from personal identity theft targeted at Your directors and/or partners.

What is not insured under Insured Event 10.1 and 10.2

Any claim relating to

1. defending You;
2. a condition or illness or disease which develops gradually over time.

11 – Crisis Communication

Following an event which causes Your Business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business We will

1. liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Section of this Policy or acts on your behalf under any other policy) to draft a media statement or press release and/or
2. arrange support and represent a Person-Insured at a press conference and/or
3. prepare communication for Your customers and/or a telephone or website script

provided that You have sought and followed advice from Our Crisis Communication helpline.

What is not insured under Insured Event 11

Any claim relating to

1. Legal costs and expenses in excess of £10,000;
2. Matters that should be dealt with through Your normal complaints procedures.

Optional Cover – included when detailed in the Schedule

12 - Contract and Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase hire purchase lease servicing maintenance testing sale or provision of goods or services provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.

What is not insured under Insured Event 12

Any claim relating to

1. an amount which is less than £200;
2. the letting leasing or licensing of land or buildings where You act as the landlord;
3. the sale or purchase of land or buildings;
4. loans mortgages endowments pensions or any other financial product;
5. computer hardware software internet services or systems which;
 - a. have been supplied by You or
 - b. have been tailored to Your requirements;
6. a breach or alleged breach of professional duty by a Person-Insured;
7. the settlement payable under an insurance policy;
8. a dispute relating to an Employee or ex-Employee;
9. adjudication or arbitration.

Exceptions Under This Section

You are not insured for any claim arising from or relating to

1. Legal Costs and Expenses or Compensation Awards incurred without Our consent;
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the Policy and which the Person-Insured knew or ought reasonably to have known could lead to a claim ;
3. an allegation against the Person-Insured involving
 - a. assault violence indecent or obscene materials dishonesty malicious falsehood or defamation (except in relation to Insured Event 11)
 - b. the manufacture dealing in or use of alcohol illegal drugs illegal immigration
 - c. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1) or loss or damage to Property owned by the Person-Insured;
5. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to Insured Event 3);
6. a dispute with any subsidiary parent associated or sister company or between shareholders or partners;
7. franchise or agency agreements;
8. a judicial review;
9. a dispute with Us or the party who arranged this cover not dealt with under Arbitration Condition below;
10. the payment of fines penalties or compensation awarded against the Person-Insured (except as covered under Insured Event 2 or 7.4) or costs awarded against the Person-Insured by a court of criminal jurisdiction.

Conditions Which Apply to this Section

Failure to keep to any of these conditions without good reason may lead Us to cancel this Section, refuse a claim or withdraw from an ongoing claim. We also reserves the right to recover Legal Costs and Expenses from the Person-Insured should this occur.

The Person-Insured's responsibilities

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your favour;
2. co-operate fully with Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to claim back Legal Costs and Expenses and where recovered pay them back to Us;
4. keep Legal Costs and Expenses as low as possible;
5. allow Us at any time to take over and conduct in the Person-Insured's name any claim.

Freedom to Choose an Appointed Advisor

1. In certain circumstances as set out in 2. below the Person-Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
2. If
 - a. We agree to start proceedings or proceedings are issued against the Person-Insured or
 - b. there is a conflict of interestthe Person-Insured may choose a qualified Appointed Advisor except where the Person-Insured's claim is to be dealt with by the Employment Tribunal or Small Claims Court where We shall always choose the Appointed Advisor.
3. Where the Person-Insured wishes to exercise the right to choose the Person-Insured must write to Us with their preferred representative's contact details. Where the Person-Insured chooses to use their preferred representative We will not pay more than We agree to pay a solicitor from Our panel.
4. If the Person-Insured dismisses the Appointed Advisor without good reason or withdraws from the claim without Our written agreement or if the Appointed Advisor refuses with good reason to continue acting for the Person-Insured cover will end immediately.
5. In respect of a claim under Insured Event 12 You must enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

Consent

The Person-Insured must agree to Us having sight of the Appointed Advisors file relating to the Person-Insured's claim. The Person-Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality and cost control purposes.

Settlement

1. We can settle the claim by paying the reasonable value of the Person-Insured's claim.
2. The Person-Insured must not negotiate settle the claim or agree to pay Legal Costs and Expenses without Our written agreement.
3. If the Person-Insured refuses to settle the claim following advice to do so from the Appointed Advisor We reserve the right to refuse to pay further Legal Costs and Expenses.

Barristers Opinion

We may require the Person-Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Person-Insured then We will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us then We will pay for a final opinion which will be binding on the Person-Insured and Us. This does not affect Your right under Arbitration below.

Arbitration

If any dispute between the Person-Insured and Us arises from this Section of the Policy the Person-Insured can make a complaint to Us as described in the complaints Section of this Policy and We will try to resolve the matter. If We are unable to satisfy the Person-Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Person-Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service it can be referred for independent arbitration by a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We fail to agree on a suitable person to arbitrate the matter We will ask the President of the relevant law society to nominate. The arbitration shall be subject the Arbitration Acts and the arbitrator's decision shall be binding on all the parties.

Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This Section will be governed by English Law.

Terrorism Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section and they should also be read in conjunction with the General Definitions at the start of the Policy

Act of Terrorism

Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is not limited to the generation of excess traffic into the network addresses the exploitation system or network weaknesses and generation of excess or non genuine traffic between or amongst networks

Excess

The amount or amounts shown in the Schedule which We shall deduct from each and every claim to each separate location

You will repay any such amount paid by the Underwriters

Hacking

Unauthorised access to any computer or other equipment component system or item which processes stores or retrieves data whether the property of You or not

Head/Heads of Cover

Any of the following types of direct insurance cover

1. Buildings and completed structures
2. Any other Property Insured hereunder as provided in the Schedule
3. Business interruption
4. Book Debts

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Private Individual

Any person other than

1. a company association or partnership
2. a trustee or body of trustees where insurance is arranged under the terms of a trust
3. a person who owns Residential Property for the purpose of their business as a sole trader
4. a person who owns Residential Property of which in excess of more than 20 per cent of the property is commercially occupied

Note

- a. where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats each will be deemed to be a Private individual in respect of that same property and
- b. where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured they will be deemed to be a Private Individual in respect of that property

Residential Property

1. Private dwelling houses and flats
2. Household goods and personal effects

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority

Virus or Similar Mechanism

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

This includes but is not limited to trojan horses worms and logic bombs

Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to Property Insured under this Policy caused by an Act of Terrorism occurring during the Period of Insurance at the Premises but only in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands or the Isle of Man

The maximum We will pay under this Section in any one Period if Insurance will not exceed the Limit of Liability or Sum Insured for each of the Heads of Cover specified in the relevant Section of this Policy where the Head of Cover is otherwise insured

Exceptions

The following exceptions apply to this Section

1. We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a. damage to any computer or other equipment component system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether Your property or not where such Damage is caused by Virus or Similar Mechanism Hacking or Denial of Service Attack
 - b. any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item whether the property of the Assured/Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
 - c. riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private individual

Special Conditions

The following Special Conditions apply to the Section

1. The insurance provided by this Section is subject to all the definitions exceptions conditions clauses endorsements and conditions precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions Exceptions Conditions Precedent and Policy Conditions except
 - a. any which provide for adjustments of premium
 - b. any aggregate limit on the amount borne by You as a result of the operation of an Excess
 - c. any provision for the automatic reinstatement of Sums Insured
 - d. any long term undertakingand providing that if there is conflict between this Section and the rest of the Policy this Section shall prevail
2. We will not indemnify You under this Section unless and until
 - a. the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Sectionor in the event of the Treasury refusing to issue such a certificate
 - b. a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined by this Section
3. We may cancel the cover provided by this Terrorism Section
 - a. by sending You 30 days written notice to Your last known address We will refund a proportionate part of any premium paid for the unexpired periodor
 - b. immediately if the premium has not been paid or if there has been a default under an installment or linked credit agreement We will not refund any installment paid
4. In any action or suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You

Conditions Precedent

It is a Condition Precedent to Our liability under this Section that

1. You must declare to Us all Property and/or premises owned by You or for which You are responsible including all such Property and/or premises of subsidiary companies unless it is the practise of any subsidiary company to effect its own insurance
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such Property and/or premises

Engineering Inspection Section

Inspection Service Contract

1. Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy

1.1. Inspection Service

Inspection Service shall mean

- 1.1.1. thorough Examination of all pressure systems containing a relevant fluid which require a Written Scheme of Examination under regulations 8 of The Pressure Systems Safety Regulations
- 1.1.2 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 and Lifting Equipment Regulations
- 1.1.3 inspection of Plant in compliance with good established engineering practice
- 1.1.4 provision of a written report of the Inspection Service within a reasonable time
(Only where indicated in the Schedule 1.1.5 and 1.1.6 below will apply in addition to the Inspection Service provisions above)
- 1.1.5 visual Inspection of motors / compressors contained within qualifying pressure systems under the Boiler / Pressure Service
- 1.1.6 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 HSG54)

Unless otherwise agreed in writing Inspection Service shall not include approval or verification of the fitness for purpose of any design or design features of Plant performing or witnessing tests of a non-routine nature including but not limited to ultrasonic radiographic hydrostatic or other non-destructive examination or in the case of lifting and handling Plant any proof load stability anchorage or similar test

1.2 Normal Working Hours

8:00 am to 6:00 pm Monday to Friday excluding public bank and local holidays

1.3 Competent Person

An Engineer Surveyor employed and authorised by Us to perform Inspection Service

1.4. Plant

The machinery appliances and equipment to be inspected as part of the Inspection Service

2 Provision of Inspection Service

2.1 We shall

- 2.1.1 provide Inspection Service as agreed with You within Normal Working Hours
- 2.1.2 comply with Your safe systems of work provided such systems are notified to Us in advance of any visit

2.2 We may

- 2.2.1 refuse to carry out any Inspection Service if at its sole discretion to do so would pose a health safety or welfare risk
- 2.2.2 appoint sub-contractors to carry out all or any part of the Inspection Service
- 2.2.3 make a charge in addition to the fee shown in the Schedule if
 - 2.2.3.1 You request and We agree to perform Inspection Service outside Normal Working Hours
 - 2.2.3.2 You require additional copies of reports
 - 2.2.3.3 You fail to prepare or make the Plant available at the date and time agreed
 - 2.2.3.4 You require additional services or
 - 2.2.3.5 You require the Competent Person to undertake training specific to the Your own health safety and welfare procedures

3 Client Responsibilities

3.1 You shall

- 3.1.1 be responsible for the care custody and control of the Plant at all times
- 3.1.2 allow Us access to Your site or site of operation and Plant at such reasonable times as shall be agreed
- 3.1.3 provide Us with
 - 3.1.3.1 a safe working environment on the site on which the Plant is located
 - 3.1.3.2 a safe physical means by which to gain access to perform the Inspection Service
- 3.1.4 have the Plant properly prepared dismantled and reassembled as necessary in order to enable Us to carry out the appropriate Inspection Service
- 3.1.5 co-operate with and upon request provide Us with information and data relating to the Plant as required in order to perform the Inspection Service

4 Fees

- 4.1 We shall charge fees for the provision of the Inspection Service and such fees shall be subject to Value Added Tax at the appropriate rate
- 4.2 You shall pay the fee shown in the Schedule at the beginning of the Contract and at subsequent renewals of the Contract
- 4.3 If You add or delete Premises during the Contract term the fee will be adjusted

5 Term and Termination

- 5.1 The term of this Contract is as shown in the Schedule
- 5.2 Either party may terminate this Contract by giving 30 days written notice to the other party if the other commits any breach of the Contract

6 Confidentiality

- 6.1 Unless otherwise agreed all reports and similar material prepared by Us in connection with Inspection Service shall be released only to You or Your designated representative
- 6.2 We may use data gathered in connection with Inspection Service for statistical purposes

7 Limitation of Liability and Indemnification

- 7.1 Neither We nor any of Our employees shall be liable directly or indirectly for any loss damage or injury to property or persons resulting from any accident or defect in any Plant nor shall We be liable directly or indirectly for loss damage or injury of any kind arising from or connected in any way with any Inspection Service or documentation of any Inspection Service or from the omission of any Inspection Service or documentation of any Inspection Service whether or not such Inspection Service documentation or omission was at Your request
- 7.2 Neither We nor any of Our employees makes any warranty express or implied concerning the activities described in this Contract
- 7.3 Notwithstanding anything else in this Contract to the contrary to the fullest extent permitted by law
 - 7.3.1 We shall not be liable to You for any special incidental indirect consequential or exemplary damages including but not limited to loss of profits or revenue loss of use loss of opportunity loss of goodwill cost of substitute facilities goods or services cost of capital governmental and regulatory sanctions and claims of third parties for such damages
 - 7.3.2 The total cumulative liability of Us to You whether in tort or in contract for all claims losses damages and expenses resulting in any way from this Contract shall not be greater than the total amount received by Us from You as compensation during the Contract term specified in the Schedule
 - 7.3.3 Except in the case of death or personal injury caused by Our negligence or in other circumstances where liability may not be so limited under applicable law Our liability under or in connection with this Contract whether arising in contract tort negligence breach of statutory duty or otherwise shall not exceed the sum of £5,000,000 (five million pounds)

7.4 Upon completion of the Inspection Service or termination of this Contract the provisions relating to indemnity waivers limitations of remedies and limitations of liability including but not limited to those contained in this section shall remain in full force and effect

8 Force Majeure

8.1 We shall not be liable for any delay or the consequences of any delay if such delay is due to any cause beyond its reasonable control and shall be entitled to a reasonable extension of time for performance of the Contract

9 General

9.1 All matters relating to the validity performance or interpretation of this Section shall be governed by the laws of England and Wales We and You hereby submit to the exclusive jurisdiction of the Courts of England and Wales

9.2 No term of this Contract is intended either expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party No such third party (whether or not in existence at the date of this Contract) is named or described herein The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law

9.3 The provision of Inspection Service under this Contract does not relieve You of any statutory obligation to have the Plant inspected

9.4 Inspection Service will only be subcontracted to suitably qualified subcontractors with the agreement of both You and Us and We will retain responsibility for the execution of such work

Road Risks Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Certificate of Motor Insurance shall mean

A document which is legal evidence of Your insurance and which forms part of this Policy and which must be read with this Policy

Excess shall mean

The amount shown in Your Policy or the Schedule and which We will deduct from each and every claim

Insured Vehicle shall mean

any Vehicle which is Your property or in Your custody or control in connection with Your Business as described in the Schedule

Excluding

1. Vehicles used for hire or reward
but use under a trade plate for the carriage of goods for demonstration purposes or recovery vehicles licenced under the recovery vehicle taxation class in accordance with the regulations applicable to such licences shall not be deemed to be hire or reward
2. a motor vehicle transporter or a motor vehicle transporter and trailer which can carry more than two vehicles at any one time
3. any motor vehicle carried by a motor vehicle transporter unless the vehicle which is being carried has wheels in contact with the road
4. any motor vehicle privately owned by You or any of Your directors partners or Employees or relative of Yours or hired to them under a hire purchase agreement unless the vehicle is in Your custody or control for sale repair testing servicing maintenance alteration cleaning or for inspection purposes

Cover

Your Schedule shows You what Cover you have

The different types of Cover and the Sub-Sections that apply are listed below

1. Comprehensive - all Sub-Sections apply
2. Third party fire and theft – Liability to Others Sub-Section Loss of or Damage to your Vehicle Sub-Section (except accidental or malicious damage and vandalism) Unauthorised Use Sub-Section Unlicenced Drivers Sub-Section Foreign Use Sub-Section and the No Claims Bonus Sub-Section apply
3. Third party only - Liability to Others Sub-Section Unauthorised Use Sub-Section Unlicenced Drivers Sub-Section Foreign Use Sub-Section and the No Claims Bonus Sub-Section apply

We will provide cover anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands (or during transit by sea between any ports therein including loading or unloading) but excluding

Any Insured Vehicle whilst in or on

1. any Premises owned or occupied by You for Your Business
2. any other place which You are carrying on motor trade activities (other than a road or public highway within the meaning of the Road Traffic Acts)

Liability to Others Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay in respect of

1. death of or injury to other people
2. Damage to Property

as a result of any accident You have while You are driving using or in charge of an Insured Vehicle or while You are loading and unloading an Insured Vehicle

Other People Driving or Using Your Vehicle

In the same way You are insured We will also cover the following people

1. any person You allow to drive or use an Insured Vehicle as long as this is allowed by your current Certificate of Motor Insurance and has not been excluded by an endorsement exception or condition
2. any passenger who causes an accident while travelling in or getting into or out of the Insured Vehicle as long as You ask us in writing after the accident to indemnify the passenger

Legal Personal Representatives

After the death of anyone who is covered by this insurance We will deal with any claim made against that persons estate provided that the claim is covered by this insurance

Limits of Indemnity to Property Damage

The most We will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident

The most We will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or series of claims arising out of one incident

If there is a property damage claim made against more than one person covered by this insurance We will deal with any claim made against You first

Extensions to this Sub-Section

Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You We will provide compensation to You up to a maximum of £250 per day on which attendance is required

Contingent Liability

We will indemnify You while an Employee of Yours uses on Your Business a Vehicle not belonging to You or in Your custody or control

1. We will insure You while an Insured Vehicle is in the custody or control of Your sub-contractor
2. We will insure You while an Insured Vehicle is loaned or hired to a customer whilst the customers vehicle is in the Insureds possession for repair or servicing

We will not indemnify You

- a. for any Damage to such Vehicles or
- b. to cover any person driving such Vehicle

Driving Other Vehicles

We will also cover You or any business partner or director of Yours driving for social domestic and pleasure purposes a Vehicle not belonging to You or hired under a hire purchase agreement or in Your custody or control in connection with the Business

Emergency Treatment Fees

We will pay for emergency treatment fees as required by the Road Traffic Acts as a result of an accident involving an Insured Vehicle which this insurance covers

Any payment made will not be regarded as a claim for the purposes of the No Claim Bonus Sub-Section

European Union (EU)

We will provide the minimum insurance needed by the relevant law to allow You to use an Insured Vehicle

1. in any country which is a member of the EU and
2. in any other countries which have made arrangements to meet the insurance conditions of and are approved by the Commission of the European Union

Indemnity to Principals

As far as is necessary to meet the requirements of any agreement or contract entered into by You for the performance of work We will insure the Principal at your request provided the Principal complies with the terms and conditions of this insurance in so far as they can apply

Joint liability

If this Policy is in the name of more than one person We will cover each person as if an individual Policy has been sent to each We will cover each against the liability of the other as long as the liability or Damage is not covered by any other insurance

Legal Costs

If We first agree in writing We will pay

1. solicitor's costs if anyone We insure is represented at a coroner's inquest fatal accident inquiry or court of summary jurisdiction
2. reasonable costs for legal services to defend anyone We insure against any prosecution arising from any death and
3. all other legal costs and expenses We agree to

We will only pay these legal fees if they arise from an accident that is covered under this insurance

Loss of Use (Customers Vehicles)

We will insure You in respect of Your legal liability for loss of use where a customer is being deprived of the use of a Vehicle following Damage covered within the Loss of or Damage Sub-Section of the Road Risks Section but

1. You must have Our written consent
2. You must repair or replace the customers vehicle as soon as possible

The maximum We will pay in respect of any one occurrence is £25,000

Unauthorised movement

We will insure You in respect of any accident caused by through or in connection with the movement of any Vehicle not belonging to You and not in Your custody or control provided such Vehicle is impeding the legitimate passage of your Vehicle and

1. is being moved by an Employee of Yours
2. is being moved in connection with Your Business
3. is not the Property of the Employee moving it
4. is not covered by any other insurance covering such accident damage or loss

Exceptions to this Sub-Section

We shall not indemnify You for

1. loss of or damage to Property belonging to (or in the care of) anyone We insure and who is making a claim under this part of the insurance
2. death of or bodily injury to any person arising out of and in the course of their employment by You or by any other person claiming under this insurance This does not apply if we need to provide cover due to the requirements of relevant laws
3. death bodily injury or damage arising off the road as a result of the loading or unloading of Your Insured Vehicle by anyone apart from the driver or attendant
4. anyone who can claim for the same loss from any other insurance

Loss of or damage to Your Vehicle Sub-Section

Cover

We will indemnify You for

loss or damage to an Insured Vehicle (less any Excess that applies) caused by

1. accidental or malicious damage and vandalism
2. fire lightning self-ignition and explosion or
3. theft or attempted theft or taking the Vehicle away without your permission

For a claim under this Section we may either

1. pay for the damage to be repaired
2. pay an amount of cash to replace the lost or damaged item or
3. replace the lost or damaged item

The maximum We will pay will be either

1. the replacement value of an Insured Vehicle immediately before the loss (including its accessories and spare parts) or as otherwise stated in the Schedule or
2. the cost of repairing the Vehicle

whichever is less

We will not pay the cost of any repair or replacement which improves an Insured Vehicle or accessories to a better condition than they were in before the loss or damage If this happens You must make a contribution towards the cost of repair or replacement

Sub-Section Conditions

The following conditions apply to this Sub-Section and should be read in-conjunction with the General Conditions applying to the whole Policy

Excesses

If an Excess is shown in the Schedule You have agreed to pay that amount for each incident of loss or damage

Extra excesses for young or inexperienced drivers

If an Insured Vehicle is damaged while a young or inexperienced person (including yourself) is driving You will have to pay the first part of the cost as shown below This is on top of any other Excesses which you may have to pay

Drivers	Amount
Under 21 years of age	£300
Aged 21 to 24 years of age	£200
25 years of age or over but who have a provisional driving licence or who have held a full EU driving licence for less than 12 months	£200

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft

Financial interest

If an Insured Vehicle belongs to someone else or is part of a hire purchase or leasing agreement We will normally pay an amount for the total loss of the Insured Vehicle to the Vehicles legal owner

Total loss (write-off)

If the Insured Vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the Insured Vehicle) We will offer you an amount as compensation and the Insured Vehicle then becomes our property

Extensions to this Sub-Section

Accessories and audio visual or telephone equipment

Your Insured Vehicles spare parts and fitted accessories are insured in the same way as long as they are used with Your Vehicle are kept in or on Your Insured Vehicle and fall within the maximum amount we pay

Permanently-fitted audio visual and telephone equipment is also insured against loss or damage but We will only pay the market value of the equipment at the time of the loss or damage We will only pay up to £750 for items which are not the manufacturers standard fitted equipment We will not pay for loss or damage to cassettes compact or mini discs DVDs or accessories used with the audio visual or telephone equipment

Contract Sale price

If an Insured Vehicle sold by You is undelivered and for which You are responsible suffers damage insured by this Section and as a result the sale contract is cancelled by reason of its conditions Our liability will be based on the contract price for the Vehicle

Lock and Keys Replacement

We will indemnify You in respect of the cost of replacing locks entry key and transponders ignition and steering locks that can be opened or operated with the lost items to maintain security following theft of keys

The maximum We will pay for all losses occurring during any one Period of Insurance is £20,000

We will not be liable unless

1. You inform the Police of the loss as soon as it is discovered
2. there is a reasonable belief that such keys and transponders are in the possession of a person other than You the person will know the identity and location of the Insured Vehicle

New vehicles held for sale

If a new Insured Vehicle held for sale by You suffers loss or damage to the extent that it requires notification of the loss or damage to a prospective purchaser We will pay any reasonable discount to the sale price to effect a sale

We will consider such discount as forming part of a claim and the claim is subject to Us agreeing the level of discount necessary to affect the sale

The total payment We will pay will be limited to a maximum of £5,000 per claim

New vehicle replacement

If an Insured Vehicle owned or registered by You is less than one year old from the date of first registration and the cost of repairing any loss or damage (that is covered by this Policy) is more than 50% of the insured value of the Vehicle We will replace it with a new Vehicle of the same make model and specification if one is available

If one is not available We will pay You up to the market value of the Vehicle We will then own the damaged Vehicle

Vehicles with Sub-Contractors

We will insure You in respect of loss or damage to an Insured Vehicle while temporarily in the possession of a sub-contractor

We will not be liable for

1. anyone who can claim for the same loss from any other insurance
2. loss or damage to such Vehicle whilst in or on the business premises of any sub-contractor

Windscreen damage (Optional Extension only applies if stated in the Schedule)

You may claim for loss or damage to an Insured Vehicle(s) windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen This benefit does not apply to damaged sun roofs roof panels lights or reflectors whether glass or plastic

1. You will have to pay the first £75 in respect of each and every claim

(Please contact our **24-hour helpline** on **0333 555 5911** for details of our authorised windscreen replacement company).

No Excess will apply if the windscreen can be repaired instead of replaced

Any payment by Us will not be regarded as a claim for the purposes of the No Claims Bonus sub-section

Exceptions to this Sub-Section

We shall not indemnify You for

1. the amount of any Excess shown in the Schedule
2. an amount as compensation for You not being able to use an Insured Vehicle (including the cost of hiring another vehicle)
3. wear and tear
4. failures breakdowns or breakages of mechanical electrical electronic or computer equipment
5. the Insured Vehicles value reducing including loss of value as a result of damage whether repaired or not (other than as provided for in the Extensions to this Sub-Section)
6. repairs or replacements which improve the condition of an Insured Vehicle
7. damage to tyres unless caused by an accident to an Insured Vehicle
8. damage due to liquid freezing in the cooling system unless You have taken reasonable precautions as laid down by the Vehicle manufacturers instructions
9. loss of or damage to accessories unless they are permanently attached to an Insured Vehicle
10. any amount over the last known list price of any part or accessory plus the reasonable cost of fitting the part or accessory if the Vehicle manufacturer or its agent cannot supply it from stock held in Great Britain and Northern Ireland
11. loss of or damage to an Insured Vehicle by someone who obtained it by fraud or deception
12. loss resulting from repossessing an Insured Vehicle and returning it to its rightful owner

13. loss of or damage to an Insured Vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if
 - a. it has been left unlocked
 - b. it has been left with the keys in it
 - c. it has been left with the windows roof panel or the roof of a convertible Vehicle open or
 - d. reasonable precautions have not been taken to protect it

Unauthorised Use Sub-Section

We will indemnify You if an Employee of Yours uses an Insured Vehicle without authority but We will not be liable to cover your Employee

Unlicensed Drivers Sub-Section

We will indemnify an unlicensed driver when a licence is not required by law provided the driver is old enough to have obtained a licence to drive the Vehicle had one been required by law

Foreign Use Sub-Section

In respect of Foreign Use the cover shown on the Schedule will apply to any member country of the European Union Andorra Croatia Norway and Switzerland (including Liechtenstein)

In respect of any other Countries other than shown above You should contact Us and if We agree to provide cover We may require an additional premium

If cover is provided the following benefits apply

This insurance is extended to apply to claims occurring

1. in any country which We have agreed to provide cover for and
2. while an Insured Vehicle is being transported (including loading and unloading) between ports in countries where you have cover as long as the Vehicle is being transported by rail or a recognised sea route of not more than 65 hours

Customs duty and other charges

If an Insured Vehicle suffers any loss or damage covered by this insurance and the Vehicle is in any country which we have agreed to provide cover for We will do the following

1. refund any customs duty You have to pay after temporarily importing an Insured Vehicle into any of the countries where you have cover
2. if an Insured Vehicle cannot be driven because of any loss or damage We will pay the reasonable cost of delivering the Vehicle to You at Your address after the repairs have been made
3. refund any general average contributions salvage charges and sue and labour charges incurred during transit of an Insured Vehicle

Foreign Representatives

In the event of a claim abroad you can contact the Arista claim line on +44 1702 444382, the claims department will then instruct our specialist foreign claims handlers who will assist you with all aspects of your claim.

No Claims Bonus Sub-Section

If no claim is made on under this Section we will allow a reduction when you renew it according to our current scale of no claim bonus

Exceptions applicable to the Road Risks Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions at the start of the Policy

We will not indemnify You for

1. any liability 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 in the charge of any person other than an authorised person described in the Certificate of Motor Insurance
 - b. being driven by anyone (including You) who
 - i You know is disqualified from driving
 - ii has never held a licence to drive the vehicle or is prevented by law from having a licence (unless they do not need a licence by law)
 - c. used in or on restricted areas of airports or airfields
We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield or
 - d. used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity

2. any liability loss or damage that is also covered by any other insurance
3. any liability loss or damage that occurs outside Great Britain or Northern Ireland other than where We have agreed to provide cover - See Foreign Use Sub-Section
4. any liability You have accepted under an agreement or contract unless You would have had that liability anyway
5. direct or indirect loss damage or liability caused by or contributed to or arising from
 - a. earthquake
 - b. carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law)
6. any proceedings brought against You or judgment passed in any court outside Great Britain or Northern Ireland unless the proceedings or judgment arises out of an Insured Vehicle being used in a foreign country which We have agreed to extend this insurance to cover
7. any liability (except where We need to provide the minimum level of cover needed by law) for claims for death injury illness loss or damage to property arising directly or indirectly from pollution or contamination
This exception
 - a. relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance liquid vapour or gas and
 - b. includes contamination or pollution of any building or other structure water land or the air

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance liquid vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair Your Vehicle or any part of it

Conditions applicable to the Road Risks Section

1. You must take all reasonable steps to protect Your Vehicle from loss or damage and to maintain it in an efficient and roadworthy condition You must let Us examine Your Vehicle at any reasonable time
2. You must supply the details of all relevant Vehicles to the Motor Insurance Database to satisfy the requirements of the relevant law applicable to England Wales Scotland and Northern Ireland - Refer to Important Notice at the end of this document for full details regarding the Motor Insurance Database
3. If there are a number of claims for property damage arising out of any one cause We may at any time pay You up to the maximum amount payable under Liability to Others Sub-Section (We will deduct from this amount any sums already paid as compensation)

On paying this amount We will withdraw from any further action connected with the settlement of these claims We will pay any legal costs and expenses incurred with Our consent up to the time We withdraw from dealing with the claims

4. If under the law of any Country which this insurance covers You in We must settle a claim which We would not otherwise have paid We may recover this amount from You or from the person who made the claim
5. You must tell us as soon as possible about any changes which affect Your insurance and which have occurred since the insurance started or since the last renewal date If You are not sure whether certain facts are relevant please ask your insurance agent or Arista Insurance office If you don't tell us about relevant changes your insurance may not cover You fully or at all

IMPORTANT NOTICE - MOTOR INSURANCE DATABASE (MID)

Uninsured drivers currently cost UK motorists over £400 million per year. This means every time you pay your insurance premium a portion of this amount goes to pay for these illegal road users. To tackle this problem the Motor Insurance Database (MID) was established.

The Police make approximately 2 million enquiries per month on the MID to check if vehicles have insurance and as a result of this seized nearly 140,000 uninsured vehicles a year

By making sure your motor trade vehicles are correctly added to the MID when they go on cover, and are then removed when they come off cover, you are helping the Police to concentrate on those vehicles that are actually uninsured. You may also save your drivers the inconvenience and potential embarrassment of being stopped by the Police, as well as the costs associated with recovering vehicles that have been seized.

From 2011 the DVLA have more power under the law to penalise the registered keepers of vehicles that are not insured. As part of this Continuous Insurance Enforcement (CIE) policy the DVLA will compare its records with details of all vehicles currently on cover that are held on the MID. It is therefore important that your vehicle details have been added to the MID.

What this means in Practice

We will supply details of Your policy such as policyholder name address policy number and inception and expiry date to the MID

The regulations place a direct obligation on **You to load Your Vehicle details** at inception and update the MID immediately for any Vehicle acquisition or disposal

Which vehicles should You add on the MID

- All permanent Vehicles insured on Your motor trade policy which are Your property
- Trade Plates
- Temporary Vehicles
- Taxed stock Vehicles

You **do not** need to add untaxed stock Vehicles on the MID

You will need to submit the Vehicle information direct to the MID online at the MID website www.midupdate.com

You will need a security code to access the website and load and update your vehicles and more information on how to obtain this can be found at www.arista-insurance.com.

It is important that Your Vehicle details are up to date on the MID or Your Vehicle may be seized by the Police

Please be aware that if You refuse or fail to maintain or supply the information You will be guilty of an offence and shall be liable on conviction of a fine up to £5,000

Additional information

Additional information can be obtained on the MID from the following websites www.miiic.org.uk or www.arista-insurance.com



Arista Insurance Limited

Registered in England and Wales No. 5938669

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FCA Register Number 313250, authorised and regulated by the Financial Conduct Authority.

www.arista-insurance.com