

May 2018

Motor Trade Internal Risks

Policy



All information in this Policy Booklet is correct at the time of printing (May 2018), for full up to date information please visit our website www.coveainsurance.co.uk

coveainsurance.co.uk



Thank you for choosing Covéa Insurance.

This is **Your** Motor Trade Internal Risks **Policy**.
It sets out the details of **Your** insurance
contract with Covéa Insurance.

Your premium has been calculated upon the
information shown in the **Policy Schedule** and
recorded in **Your** Statement of Fact.

Please read the **Policy** and **Schedule** carefully
to ensure that the cover meets **Your**
requirements.

Please contact **Your** insurance broker if **You**
have any questions or if **You** wish to make any
adjustments.

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How to Make a Claim

Claims

Commercial Care Line 0330 024 2246

Should **You** be unfortunate enough to have to make a claim, **Covéa Insurance Commercial Care Line** will manage all aspects of the claim for **You** from the time it is reported.

- Dedicated telephone number – **0330 024 2246**
- Dedicated fax number – **0118 914 0960**
- By E-Mail – mtrade.claims@coveainsurance.co.uk
- In writing – **Covéa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA**

Covéa Insurance Commercial Care Line is a service exclusive to Covéa Insurance available 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

As a Covéa Insurance **Policyholder You** have 24 hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises** ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by **Your Policy You** will be responsible for all costs incurred.

Our aim is to bring **Your** claim to a speedy and satisfactory conclusion.

Legal Advice Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any Business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this **Policy**.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone 0161 603 2203 and quote **Your Policy** number shown on **Your Policy Schedule**. Advice given to **You** will be confirmed in writing where necessary.

Definitions

Certain words in the **Policy** have specific meanings which are defined below. The words defined carry the same meaning wherever they appear in the **Policy**, unless varied by a Definition in a particular Section, and are printed in bold to help **You** identify them.

We/Us/Our/The Company

Covea Insurance plc.

Policyholder/Insured/You/Your

The person or persons, company or companies declared in the **Schedule** under the heading "Insured".

Your Spouse

The legally married husband, wife or, for the purpose of this insurance, partner living and registered at the same address as **You**.

Insured Vehicle

Any motor vehicle, which is:

1. **Your Property**
2. the **Property** of **Your Spouse**, if he or she is declared as a driver on **Your Motor Trade Road Risks Policy**
3. held in trust by **You** or in **Your** custody or control for motor trade purposes
4. a vehicle leased to the **Policyholder** on a lease agreement with a minimum initial duration of 12 months.

It must not be:

1. a vehicle transporter, with or without a trailer, that can carry more than two vehicles
2. a vehicle being stored on a vehicle transporter or vehicle transporter and trailer, capable of carrying more than two vehicles at any one time
3. a vehicle hired or leased to the **Policyholder** on a short-term agreement of less than 12 months.

Policy

The Policy booklet, **Schedule** and any endorsements attached or subsequently issued for attachment.

Schedule

Your details and details of the sections of this insurance booklet which apply to **You**.

Period of Insurance

The length of time covered by this insurance, as shown in the **Schedule**.

Excess

The amount **You** must pay following a claim for loss or damage. The actual amount is shown on the **Schedule**.

Definitions

continued

Territorial Limits

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

Business

The Motor Trade(s) shown in the **Schedule**.

Property

Material Property used in connection with the **Business**.

Business Premises

That part of the buildings and land situated at the address shown in the **Schedule** and occupied by **You** for the purpose of the **Business** shown in the **Schedule**.

Employee

Any person while working for the **Insured** in connection with the **Business** who is for the purpose of this insurance:

- (a) under a contract of service or apprenticeship with the **Insured**
- (b) a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the **Insured**
- (c) a labour master or person supplied by him
- (d) a person engaged by a labour only sub-contractor

- (e) a self-employed person performing work under a similar degree of control and direction by the **Insured** as a person under a contract of service or apprenticeship with the **Insured**
- (f) a driver or operator of hired-in plant
- (g) a trainee or person undergoing work experience
- (h) a voluntary helper.

Bodily Injury

- (a) death, injury, illness or disease
- (b) mental anguish or shock but not defamation.

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc.
Registered in England and Wales No. 613259.
Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance **Policy** and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance **Policy**, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and

Customer Information

continued

such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.

- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents

- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

Customer Information

Commercial Care Line
0330 024 2246

continued

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your Policy** or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold and **You** should contact them directly.

Alternatively, please contact Us using the following details, quoting **Your** Policy or claim number:

Customer Relations, Covéa Insurance,
Norman Place, Reading,
Berkshire RG1 8DA.
Telephone: 0330 221 0444

Website: www.coveainsurance.co.uk

Email:

customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service

Exchange Tower,

Harbour Exchange Square,

London E14 9SR

www.financial-ombudsman.org.uk

email:

complaint.info@financial-ombudsman.org.uk

How to Cancel Your Policy

If **You** do not want to accept the **Policy You** have the right to cancel it within 14 days from the date of purchase of **Your Policy** or the day **You** receive **Your Policy** documentation, whichever is later. To do this **You** must return the **Policy** documentation to **Your** broker when giving **Your** instruction to cancel.

Customer Information

continued

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the **Policy**, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the **Policy** within 14 days after the renewal date.

You may cancel the **Policy** at any other time by contacting **Your** broker.

If **You** cancel **Your Policy** after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with Covéa Insurance, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

For **Our** rights to cancel **Your Policy** please see the Cancellation Condition on page 12 of this **Policy** booklet.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

Employers' Liability Tracing Office

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

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

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers

Customer Information

continued

Commercial Care Line
0844 902 0790

carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

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

The Database will be managed by the ELTO.

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

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

Introduction

Each Section of this **Policy**, the **Schedule** and any endorsements, together with this Introduction, Customer Information and the Definitions, Conditions applicable to all Sections and Exceptions applicable to all Sections shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, and **Policy** endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exceptions shall have the same meaning throughout the **Policy** unless **We** state otherwise
2. an individual Section or any Section endorsements shall only have the same meaning throughout such Section or endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the **Policy** booklet.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the **Policy**, in respect of loss damage or liability or pay other benefits which fall within the operative Sections of this **Policy**, provided that the loss, damage or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

The **Schedule** shows the Sections of the **Policy** that are operative.

IMPORTANT

This **Policy** is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this **Policy**. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the **Policy** started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

Conditions applicable to all Sections

Commercial Care Line
0330 024 2246

Claims procedure and requirements

1. It is a condition precedent to **Our** liability that in the event of any accident, **Bodily Injury**, loss or damage, **You** or **Your** legal representative must at **Your** own expense:
 - (a) give **Us** full details as soon as possible after any event which could lead to a claim under the **Policy** by phoning **Our Covéa Insurance Commercial Care Line** number **0330 024 2246**. The Commercial Care Line is available 24 hours a day 365 days a year and also has a dedicated fax number **0118 914 0960**. **You** may be required to provide supporting documentation in relation to the operation of **Your Business** or in relation to the loss or accident
 - (b) send to **Us** any letters or documents **You** receive in connection with the event before **You** reply to them
 - (c) take all reasonable precautions to prevent further **Bodily Injury**, loss or damage
 - (d) immediately inform the police of the theft of any **Insured Vehicle** or **Property**, including any damage by theft, and obtain a crime reference number
 - (e) send to **Us** upon receipt any writ summons or other legal process issued or commenced against **You**
 - (f) notify **Us** of any impending prosecution, coroner's inquest or the intended issue of any writ summons or other legal process by **You** or on **Your** behalf
 - (g) supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.
2. **We** shall be entitled to:
 - (a) take and keep possession of any **Insured Vehicle** or other **Property** and to deal with the salvage in a reasonable manner
 - (b) enter any **Business Premises** where damage has occurred and take possession of or require to be delivered to them any **Property** insured and deal with it in any reasonable manner
 - (c) negotiate, defend or settle in **Your** name or on **Your** behalf, any claim made against **You**
 - (d) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable.
3. It is a condition precedent to **Our** liability that **You** must not:
 - (a) abandon any **Property** to **Us**
 - (b) negotiate admit or repudiate any claim without **Our** written consent.

Conditions applicable to all Sections

continued

Reasonable precautions

You must take all reasonable precautions to prevent or minimise **Bodily Injury**, loss or damage.

Alteration in risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, damage or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business**, the **Business Premises** and a change to the value of vehicles or **Property** to be insured.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with Conditions applicable to all Sections – Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of **£5** plus insurance premium tax. If as a result of an alteration **You** are due a refund of premium, amounts of under **£5** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule** will not be refunded, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk,

We may:

- (a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told us about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Change of Risk or Interest

This **Policy** shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently

Conditions applicable to all Sections

Commercial Care Line
0330 024 2246

continued

discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your Policy**, where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due
 - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
 - (iii) exercising **Your** duty of care as required under clause "Reasonable Precautions" in the Conditions Applicable To All Sections of this **Policy** booklet

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.

- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, **We** will not refund any part of the premium.

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance, outstanding monies may be owed when **Your Policy** is cancelled. They must be paid to Covéa Insurance as described in **Your** Loan Agreement.

For **Your** rights to cancel the **Policy** please see "How to Cancel Your Policy" on page 7 of this **Policy** booklet.

Sharing of Claims

If **You** are insured by any other **Policy** for loss or damage which results in a valid claim under this **Policy**, **We** shall not be liable to pay more than **Our** pro-rated proportion.

Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the

Conditions applicable to all Sections

continued

Policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this **Policy** as having terminated with effect from the time of the fraudulent act.

If **We** do treat this **Policy** as having terminated, **You** will have no cover under this **Policy** from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person's claim and references to 'this **Policy**' should be read as if they were references to the cover for that person alone and not to the **Policy** as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury

Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this **Policy** and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

We may avoid this **Policy** and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this **Policy** on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this **Policy** **We**:

- (a) Shall treat the **Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the **Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period

Conditions applicable to all Sections

Commercial Care Line
0330 024 2246

continued

for which the **Policy** is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this **Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the **Policy** started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this **Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this **Policy** **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

Exceptions applicable to all Sections

We shall not be liable in respect of:

1. Agreements

Any liability **You** accept by agreement or contract unless liability would have applied in any event. It is agreed that the Contracts (Rights of Third Parties) Act 1999 is not intended to apply to this **Policy**.

2. War Risks

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

3. Nuclear Risks

Any **Bodily Injury**, loss, damage, accident or liability caused directly or indirectly by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

4. Sonic Booms

Any **Bodily Injury**, loss, damage, accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

5. Pollution

Any **Bodily Injury**, loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from Pollution or Contamination unless this Pollution or Contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is sudden and identifiable and unintended and unexpected. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place.

6. Hazardous Goods

Any **Bodily Injury**, loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from hazardous, dangerous or explosive goods or substances.

7. Indirect Losses

Any loss to **You**, arising directly or indirectly as a consequence of any accident, damage or **Bodily Injury**, unless specifically covered by a section of this **Policy**.

8. Terrorism

Liability, loss or damage caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where **We** need to provide the minimum insurance required by Employers' Liability legislation.

Exceptions applicable to all Sections

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continued

9. Professional Indemnity

The **Company** shall not be liable in respect of any **Bodily Injury** or damage to **Property** caused by or in connection with the exercising by the Insured or any director, partner or **Employee** of the **Insured** of any professional skill, duty or advice whether fees are charged or not.

10. Electronic Data Recognition

Damage to any **Property** or any loss or expense resulting, or arising therefrom, or any Indirect Loss or any legal liability, other than in respect of **Bodily Injury** to an **Employee** or financial loss directly or indirectly caused by or contributed to by or consisting of or resulting from the failure of any computer, data processing equipment, media or system microchip, integrated circuit or similar device or any computer software or other equipment or system for processing, storing or retrieving data, whether the property of the **Insured** or not,

- (i) to correctly recognise any date as its true calendar date
- (ii) to capture save or retain and/or to correctly manipulate, interpret or process any data, information command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture, save, retain or to correctly 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

but this shall not exclude damage to any **Property** or any loss or expense resulting or arising therefrom or any Indirect Loss or financial loss not otherwise excluded which itself results from:

1. Fire, lightning, explosion, earthquake.
2. Riot, civil commotion, strikers, labour or political disturbance, malicious persons or vandals.
3. Storm or Flood but excluding
 - (a) Damage resulting from frost, subsidence, ground heave, landslip or changes in the water table level
 - (b) Property in the open
 - (c) Damage to fences gates and posts.
4. Bursting, overflowing or leakage of water tanks, apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding damage occurring whilst the **Business Premises** are empty or disused.
5. Accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the **Business Premises** are empty or disused.
6. Falling trees or parts of trees but excluding damage caused by the felling or lopping of trees or by tree roots.

Exceptions applicable to all Sections

continued

- 7. Impact by any animal, vehicle, aircraft or any aerial device or articles dropped or falling therefrom.
- 8. Leakage of beverages from storage containers and connected apparatus.
- 9. Theft or attempted theft
 - (a) involving entry to or exit from the **Business Premises** by forcible and violent means
 - (b) as a result of actual or threatened violence or assault to the **Insured** any partner, director or **Employee** of the **Insured** or any person lawfully on the **Business Premises**.

11. Electronic Data

1. Electronic Data Exclusion

This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes computer programmes, software and other

coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering, nor any costs of recreating, gathering or assembling such ELECTRONIC DATA.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the **Insured**, or any other party even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Policy Cover

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Section 1 – Legal Liabilities

Section 1A – Employers' Liability

This Section is operative only if shown in the Schedule.

Cover

The **Company** will, subject to the indemnity limit for Section 1A stated in the **Schedule**, indemnify the **Insured** against:

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

Definitions

Occurrence(s)

Bodily Injury caused to any **Employee** of the **Insured** occurring anywhere in the **Territorial Limits** during the **Period of Insurance** and

arising out of and in the course of employment or engagement of such person by the **Insured** in the **Business**.

Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this section in respect of any one **Occurrence** or series of **Occurrences** arising out of any one original cause shall not exceed the indemnity limit for Section 1A stated in the **Schedule**.

Insured – shall include

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

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each section and the **Policy** insofar as they can apply.

Policy Cover

Section 1 – Legal Liabilities

Section 1A – Employers’ Liability *continued*

Business – shall include

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

Compensation

All sums which the **Insured** shall be legally liable to pay as compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Principal

Any person, employer, firm, company, ministry or authority for whom the **Insured** is carrying out a contract or agreement for the performance of work.

Conditions

- 1. Section 1A will only apply in respect of liability assumed by the **Insured** under agreement, which would not have attached in the absence of such agreement, if **The Company** retains sole conduct and control of any claim.

- 2. The indemnity provided by this 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 Ireland the Channel Islands and the Isle of Man but the **Insured** shall repay to **The Company** all sums paid by **The Company** which **The Company** would not have been liable to pay but for the provisions of such law.
- 3. If this **Policy** or section is cancelled any Certificate of Employers’ Liability insurance is similarly cancelled from the same date.

Exceptions

The Company shall not be liable under this section in respect of **Bodily Injury**

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

Section 1 – Legal Liabilities

Section 1A – Employers' Liability

continued

platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Extensions

1. Court Attendance Costs

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

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

2. Health and Safety at Work Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

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

Company will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

3. Unsatisfied Court Judgements

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

Provided that:

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **The Company**.

Policy Cover

Section 1 – Legal Liabilities

Section 1A – Employers’ Liability

continued

4. Indemnity to Principals

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

Provided that:

- (a) **The Company** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe, fulfil and be subject to the terms, conditions, exclusions and limits of this section insofar as they can apply.

Policy Cover

Commercial Care Line

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Section 1 – Legal Liabilities

Section 1B – Public Liability

This Section is operative only if shown in the Schedule.

Cover

The **Company** will, subject to the indemnity limit for Section 1B stated in the **Schedule**, indemnify the **Insured** against:

- (a) all sums which the **Insured** shall become legally liable to pay as damages (including interest thereon) and

(b) claimants' costs and expenses in respect of the **Occurrences** stated in Section 1B;
- all costs and expenses incurred by the **Insured** with **The Company's** written consent in defending any claim and
- the solicitor's fees incurred with **The Company's** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Occurrence** which may be the subject of indemnity under these sections or at any coroner's inquest or fatal accident inquiry.

Definitions

Occurrences

- accidental **Bodily Injury** to any persons
- accidental damage to **Property**

- obstruction, trespass, nuisance or interference with any easement of air, light, water or way
- wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

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

Indemnity Limit

The Company's liability under this section for all damages (including interest thereon) payable in respect of any one **Occurrence** or series of **Occurrences** arising out of any one event shall not exceed the indemnity limit for Section 1B stated in the **Schedule**.

Craft

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

Pollution or Contamination

- All Pollution or Contamination of Buildings or other structures or of water or land or the atmosphere and
- all damage or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination.

Policy Cover

Section 1 – Legal Liabilities

Section 1B – Public Liability

continued

Compensation

All sums which the **Insured** shall be legally liable to pay as compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Principal

Any person, employer, firm, company, ministry or authority for whom the **Insured** is carrying out a contract or agreement for the performance of work.

Insured – shall include

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

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each section and the **Policy** insofar as they can apply.

Business – shall include

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

Conditions

1. Section 1B will only apply in respect of liability assumed by the **Insured** under agreement, which would not have attached in the absence of such agreement, if **The Company** retains sole conduct and control of any claim.

Use of Heat Condition

2. It is a condition precedent to the liability of **The Company** that the following precautions shall be complied with whenever the following equipment is used by or on behalf the **Insured**.
 - (a) **Blow lamps or blow torches**
 - (i) the area in which the equipment is to be used is cleared of loose combustible material
 - (ii) lighted blow lamps or blow torches are continuously attended and extinguished immediately after use

Section 1 – Legal Liabilities

Section 1B – Public Liability

continued

- (iii) blow lamps are filled only in the open
 - (iv) a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used and
 - (v) a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.
- (b) Welding or flame cutting equipment
- (i) the area in which the equipment is to be used is cleared of loose combustible material
 - (ii) other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material
 - (iii) lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
 - (iv) before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors, examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat
 - (v) a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used and
 - (vi) a thorough examination is made in and about the area in which the work has been undertaken including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

Exceptions

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

1. the cost of replacing or making good faulty defective or incorrect
 - (a) workmanship
 - (b) materials, goods or other property supplied, installed or erected by or on behalf of the **Insured**.
2. liability arising from advice, design, formula or specification provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged.
3. liability for **Bodily Injury** caused to any **Employee** of the **Insured** arising out of and in the course of such person's employment or engagement by the **Insured** in the **Business**.

Policy Cover

Section 1 – Legal Liabilities

Section 1B – Public Liability

continued

4. liability for damage to **Property** belonging to or in the charge or under the control of the **Insured** but this exclusion shall not apply to directors', partners', **Employees'** or visitors' **Property** or any premises (including contents) which are temporarily occupied by the **Insured** for the purpose of work in connection with the **Business** (not being buildings which are owned by or leased rented or hired to the **Insured**).
5. the **Excess** shown on the **Schedule** for each and every **Occurrence**.
6. liability caused by or arising from the ownership, possession or use by or on behalf of the **Insured** of any:
 - (a) **Craft** other than hand propelled watercraft
 - (b) mechanically propelled vehicle (or trailer attached thereto) licenced for road use other than liability caused by or arising from:
 - (i) the use of plant as a tool of trade on site or at the **Business Premises**
 - (ii) the loading or unloading of such vehicle
 - (iii) the movement of any such vehicle not the property of the **Insured** which is interfering with the performance of the **Business** but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle and provided that movements are limited to vehicles parked on or obstructing the **Insured's Business Premises** or any site at which the **Insured** is working and the vehicle causing obstruction is driven by a person competent to do so and by the use of the owner's ignition key.
7. liability arising out of Products Supplied other than food or drink sold or supplied for consumption by the **Insured's** directors, partners, **Employees** or visitors.
8. liquidated damages, fines or penalties.
9. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
10. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place

Section 1 – Legal Liabilities

Section 1B – Public Liability

continued

- (b) the liability of **The Company** for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed the indemnity limit for Section 1B stated in the **Schedule**.
11. all liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories.
12. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
13. **Bodily Injury** or damage to **Property** caused by or in connection with any work on or in:
- (a) docks harbours or railways
 - (b) watercraft or offshore gas or oil installations
 - (c) chemical or petrochemical works oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways (other than whilst being transported in a customers or **Insured's** vehicle) quarries mines or collieries.
14. 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.

Extensions

1. Court Attendance Costs

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

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

Policy Cover

Section 1 – Legal Liabilities

Section 1B – Public Liability

continued

2. Health and Safety at Work Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. **The Company** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

3. Indemnity to Principals

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

Provided that:

- (a) **The Company** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe, fulfil and be subject to the terms, conditions,

exclusions and limits of this section insofar as they can apply.

4. Defective Premises Act 1972

The **Company** will indemnify the **Insured** under section 1B of this **Policy** in respect of liability incurred by the **Insured** under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Business Premises** or land disposed of by the **Insured**.

Provided that this extension shall not apply to:

- (a) the cost of rectifying any damage or defect in the **Business Premises** or land disposed of
- (b) liability for which the **Insured** is entitled to indemnity under any other policy.

5. Leased or Rented Premises

Exception 4 of Section 1B shall not apply to liability for accidental damage to any premises (including their fixtures and fittings) leased, rented or hired to the **Insured**. Provided that **The Company** shall not be liable for damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

Section 1 – Legal Liabilities

Section 1B – Public Liability

continued

6. Motor Contingent Liability

Despite exception 6 of Section 1B **The Company** will indemnify the **Insured** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by the **Insured** and being used in the course of the **Business** anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Provided that this indemnity shall not apply:

- (a) in respect of damage to the vehicle
- (b) whilst the vehicle is being driven:
 - (i) by the **Insured**
 - (ii) with the general consent of the **Insured** or a representative of the **Insured** by any person who to the knowledge of the **Insured** or such representative 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 and
 - (iii) to liability which is insured or would but for the existence of Section 1B be insured under any other insurance.

7. Cross Liabilities

Where the **Insured** comprises more than one party **The Company** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that

nothing in this extension will increase the liability of **The Company** beyond the amount for which **The Company** would have been liable had this extension not applied. In the event of cancellation of a **Policy** where the **Insured** comprises more than one party the cancellation request must be received from all parties.

8. General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”) and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of costs and expenses

Policy Cover

Section 1 – Legal Liabilities

Section 1C – Products Liability and Sales and Service Indemnity

This Section is operative only if shown in the Schedule.

Cover

The Company will, subject to the indemnity limit for Section 1C stated in the Schedule, indemnify the Insured against:

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

Definitions

Occurrences

1. accidental Bodily Injury to any person
2. accidental damage to Property occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from Great Britain, Northern Ireland and Channel Islands or the Isle of Man.

Indemnity Limit

The Company's liability under this section for all damages (including interest thereon) payable in respect of all Occurrences during any one Period of Insurance shall not exceed the indemnity limit for Section 1C stated in the Schedule.

Craft

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

Products Supplied

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated by the Insured in connection with the Business and no longer in the charge or control of the Insured.

Servicing of Vehicles

The repair, testing, servicing, maintenance, alteration, cleaning or inspection of any vehicle held in trust by the Insured or in the Insured's custody or control for the purpose of the Business.

Pollution or Contamination

- (a) all Pollution or Contamination of Buildings or other structures or of water or land or the atmosphere and
- (b) all damage or Bodily Injury directly or indirectly caused by such Pollution or Contamination.

Section 1 – Legal Liabilities

Section 1C – Products Liability and Sales and Service Indemnity

continued

Compensation

All sums which the **Insured** shall be legally liable to pay as Compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Insured – shall include

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

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each section and the **Policy** insofar as they can apply.

Business – shall include

- (a) the ownership, repair, maintenance and decoration of the **Business Premises**

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

Conditions

1. Section 1C will not apply to liability assumed by the **Insured** under agreement, other than under any condition or warranty of goods implied by law, unless such liability would have attached in the absence of such agreement.

Exceptions

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

1. damage to or the cost of repair, alteration, replacement, removal or recall of any **Products Supplied** which give rise to a claim or any refund for such **Products Supplied**.
2. liability arising from advice, design formula or specification provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged.
3. liability for **Bodily Injury** caused to any **Employee** of the **Insured** arising out of and in the course of such person's employment or engagement by the **Insured** in the **Business**.

Policy Cover

Section 1 – Legal Liabilities

Section 1C – Products Liability and Sales and Service Indemnity *continued*

4. liability caused by or arising from **Property** in the **Insured's** charge or control.
5. **Products Supplied** which to the knowledge of the **Insured** are to be used as a critical part in connection with the flying or navigation of any aircraft, marinecraft, spacecraft, rocket, missile or satellite of any kind.
6. liquidated damages, fines or penalties.
7. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
8. all liability in respect of **Pollution** or **Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that
 - (a) all **Pollution** or **Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the **Company** for all damages (including interest thereon) payable in respect of all **Pollution** or **Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the indemnity limit for section 1C stated in the **Schedule**.
9. all liability in respect of **Pollution** or **Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories section.
10. **Products Supplied** which to the knowledge of the **Insured** are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by **The Company**.
11. caused by or arising from any action brought against the **Insured** in any country not being a member of the European Union where the **Insured** has a branch or a parent or subsidiary company or is represented by a person or company holding the **Insured's** power of attorney.

Extensions

1. Court Attendance Costs

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

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

Section 1 – Legal Liabilities

Section 1C – Products Liability and Sales and Service Indemnity

continued

2. Health and Safety at Work Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. **The Company** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

3. Cross Liabilities

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

4. Data Protection Act 1998

The Company will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee**

against the sums which the **Insured** or any director or partner of the **Insured** or any **Employee** become(s) legally liable to pay as damages under section 13 of the Data Protection Act 1998 for damage or distress caused in connection with the **Business** during the **Period of Insurance** provided that the **Insured** is

- (a) a registered user in accordance with the terms of the Act
- (b) not in business as a computer bureau.

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

The indemnity provided by this extension shall not apply to:

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

Policy Cover

Section 1 – Legal Liabilities

Section 1C – Products Liability and Sales and Service Indemnity

continued

5. Consumer Protection and Food Safety Act

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

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

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. Provided that this indemnity shall not apply to

- (i) the payment of fines or penalties
- (ii) proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- (iii) costs or expenses insured by any other party.

6. Servicing of Vehicles

The Company will, within the terms of this Section, indemnify the **Insured** in respect of liability for damage to any vehicle arising out of the **Servicing of Vehicles** in the course of the **Business**.

The Company will not be liable for loss or damage:

- (a) for any vehicle in or on the **Business Premises** of the **Insured** or any **Employee** or sub-contractor resulting directly or indirectly from fire, explosion, theft or attempted theft, vandalism or malicious damage
- (b) caused by the supply of tyres other than tyres or remoulds processed by a recognised manufacturer
- (c) caused by any process of cleaning or use of chemicals used other than in accordance with the manufacturers instructions or recommendations as to use
- (d) for the cost of repairing, replacing, removing, rectifying, recalling or making any refund in respect any vehicle serviced by the **Insured**, other than to any vehicle sold or supplied by the **Insured** or where loss or damage to such vehicle is a direct result of work undertaken by the **Insured** or on the **Insured's** behalf
- (e) rectifying the original repair, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to the **Insured's** liability.

Section 2 – Loss of or Damage to Vehicles at Your Business Premises

This Section is operative only if shown in the Schedule.

Cover

1. For **Insured Vehicles** kept in locked buildings and locked yards or compounds **We** will pay for loss of or damage to the **Insured Vehicle** and its accessories and spare parts while in or on the **Insured Vehicle**, caused by fire, theft, attempted theft, malicious damage and vandalism occurring during the **Period of Insurance** while at the **Business Premises**.
2. For **Insured Vehicles** kept in the open **We** will pay for loss of or damage to the **Insured Vehicle** and its accessories and spare parts while in or on the **Insured Vehicle**, caused by fire or theft, occurring during the **Period of Insurance** while at the **Business Premises**.

The Most We will pay

1. The most **We** will pay for damage or loss to an **Insured Vehicle**.
We may choose to repair or replace the **Insured Vehicle**, accessory or spare part or pay an amount up to the **Trade Market Value** of the **Insured Vehicle** (including spare parts or accessories) or the Sum Insured for Section 2 shown in the **Schedule**, whichever is less. **We** will not pay more than the Sum Insured for Section 2 shown in the

Schedule, for any one claim or series of claims in any one **Period of Insurance**.

2. The most **We** will pay for damage or loss to vehicles not owned by **You** or **Your Spouse** and which are in **Your** custody or control for the purpose of service, upkeep or repair.

We may choose to repair or replace the **Insured Vehicle**, accessory or spare part or pay an amount up to the **Market Value** of the **Insured Vehicle** (including spare parts or accessories) or the Sum Insured for Section 2 shown in the **Schedule**, whichever is less. **We** will not pay more than the Sum Insured for Section 2 shown in the **Schedule**, for any one claim or any series of claims in any one **Period of Insurance**.

If to **Our** knowledge the **Insured Vehicle** belongs to someone else or is part of a hire purchase or leasing agreement, any payment for loss of or damage to the **Insured Vehicle** that is not made good by repair, reinstatement or replacement may, at **Our** discretion, be made to the legal owner whose receipt shall be a full discharge of **Our** liability. **We** will not enter into negotiation with any third party with regard to valuation of **Your Vehicle**.

We will also pay

For the reasonable costs of protection and removal to the nearest repairers and delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this **Policy**.

Policy Cover

Section 2 – Loss of or Damage to Vehicles at Your Business Premises

continued

Definitions

Business Premises in respect of Section 2

1. During business hours and when attended:
The part of the buildings and land situated at the business address shown in the **Schedule** and occupied and used by **You** for the purpose of the **Business** shown in the **Schedule**, including pavements, roadways and alleys within a radius of 50 metres from the business address.
2. Outside business hours or when left unattended: The part of the buildings and land situated within the boundaries of the business address shown in the **Schedule** and occupied and used by **You** for the purpose of the **Business** shown in the **Schedule**.

Vacant or Unoccupied

Buildings or **Business Premises** that have become unoccupied, untenanted or which have not been actively used for a period of more than 7 days.

Trade Market Value

Applicable to vehicles which are **Your** property or the property of **Your Spouse** if he or she is a named driver on **Your** Motor Trade Road Risks **Policy**. The cost to replace the **Insured Vehicle** which is the price **You** would pay at that time to buy one replacement vehicle with the intention of selling it, for a profit, at a later

date. The vehicle must be of a similar make, model, year, mileage and condition. We use such publications as Glass's Guide to set the Trade Market Value of the vehicle.

Market Value

Applicable only to vehicles not the property of **You** or **Your Spouse** and which are in **Your** custody or control for the purpose of upkeep, service or repair. The cost to replace the **Insured Vehicle** which is the price a member of the public would pay at the time to buy one replacement vehicle. The vehicle must be of a similar make, model, year, mileage and condition. **We** use such publications as Glass's Guide to set the Market Value of the vehicle. Contents of customer's vehicles are not covered.

Conditions

Security

1. All **Insured Vehicles** are to be left fully locked with all windows, sun roofs and any other openings, closed and keys removed at all times.
2. Keys to all **Insured Vehicles** and any wheel clamp keys to be kept in a secured, locked safe or purpose built key cabinet at all times or at a different address to the business address shown in the **Schedule**. The safe or key cabinet must be out of sight of the public and have the key removed.

Section 2 – Loss of or Damage to Vehicles at Your Business Premises

continued

3. In addition to points 1 and 2 above, when outside of business hours or when the **Business Premises** are left unattended the following conditions apply:
 - (a) For vehicles kept in a locked building: all external doors must be fitted with a five lever mortice deadlock or close shackle pad lock conforming to BS3621. All accessible windows, fanlights and skylights must be fitted with key operated window locks. In the case of louvred windows the louvres must be permanently fixed in place
 - (b) For vehicles kept in a locked yard or compound: the perimeter of the yard or compound must be constructed of brick, permanent concrete or steel posts or hoops with a minimum height of 2 feet, or a steel wire fence with a minimum height of 3 feet. All entry or exit points must be protected by steel locking posts or locking gates secured by close shackle padlocks
 - (c) For vehicles kept in the open: all immediately accessible or moveable vehicles must be locked, have the steering lock engaged and be fitted with a suitable wheel clamp
2. any loss or damage to an **Insured Vehicle** left in the open caused by attempted theft, malicious damage or vandalism.
3. any loss or damage to an **Insured Vehicle** caused by accidental damage.
4. depreciation of the **Insured Vehicle**.
5. any decrease in the value of the **Insured Vehicle** following repair.
6. any cost or part of any cost of repair which improves the **Insured Vehicle** beyond its condition before the loss or damage.
7. wear and tear of the **Insured Vehicle**.
8. mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
9. damage to tyres caused by braking, punctures, cuts or bursts.
10. confiscation, requisition or destruction by or under order of any government or local authority.
11. the **Excess** shown on the **Schedule** for each and every occurrence to any one **Insured Vehicle**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the **Policy** and each **Insured Vehicle** will be subject to the appropriate **Excess**.
12. any claim under this Section of the **Policy** resulting from theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked.

Exceptions

We will not pay for:

1. any loss or damage to an **Insured Vehicle** not at, in or on **Your Business Premises**.

Policy Cover

Section 2 – Loss of or Damage to Vehicles at Your Business Premises

continued

13. loss or damage to the **Insured Vehicle** arising directly or indirectly from work on the **Insured Vehicle** by **You** or any person working for **You** or on **Your** behalf.
14. loss or damage to the **Insured Vehicle** resulting from fraud or deception or by use of a counterfeit or other form of payment which a bank or building society will not authorise or by theft or attempted theft by a purported purchaser or his agent.
15. loss or damage to the **Insured Vehicle** arising from the malicious act of any **Employee** or partner or member of **Your** family.
16. any loss or damage greater than **£250** to any permanently fitted radios, cassette players, compact disc players, CB radios, telecommunication equipment, satellite navigation, gaming consoles, DVD or video equipment.
17. loss of use of the **Insured Vehicle**.
18. loss or damage caused by an inappropriate type or grade of fuel being used.
19. loss of or damage to any motorcycle, scooter, quad bike or trike (three wheeled motorcycle).
20. if the **Insured Vehicle** is damaged and a part or accessory cannot be repaired or replaced, **We** will only pay **You** the amount shown in the manufacturer's last United Kingdom list price. If the **Insured Vehicle** is an imported vehicle and the part or accessory has never been available in the United Kingdom, **We** will only pay the manufacturers list price in the country the **Insured Vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair the **Insured Vehicle**.
21. any loss or damage to any vehicles where the **Business Premises** has become **Vacant or Unoccupied**, untenanted or which have not been actively used for a period of more than 7 days.

Policy Cover

Commercial Care Line

0330 024 2246

Section 3 – Sales Office Risks

Section 3A – Contents

This Section is operative only if shown in the Schedule.

Cover

The **Property** described in the **Schedule** belonging to the **Insured** or for which the **Insured** is legally responsible, is covered against damage sustained at the **Business Premises** including costs and expenses necessarily incurred in removing debris following such damage or while temporarily removed from the **Business Premises** for cleaning renovation or repair within the **Territorial Limits**.

Additional Cover

This Section also covers:

Fixed Glass

Damage to fixed glass (including its framework, lettering or any intruder alarm foil attached to it) at the **Business Premises**, including the cost of necessary boarding up pending replacement.

Replacement of Locks

Costs incurred as a result of the necessary replacement of locks at the **Business Premises**, following theft of keys from the **Business Premises** or from the home of any director, partner or **Employee** authorised by the **Insured** to hold such keys, provided that **The Company's** liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Business**

Premises, while closed for **Business**, or exceed **£1,000** for any one occurrence.

Additional Property Covered

This Section extends to cover damage to the following **Property** if it is owned by the **Insured** or the **Insured** is legally responsible for it.

1. Stock

Stock and materials in trade, excluding any mechanically propelled vehicle or vehicle carrying trailer, including contents and goods in trust, the property of the **Insured** or for which the **Insured** is responsible excluding money, securities, coins, stamps, jewellery, precious metals or stone or explosives provided that **The Company's** Liability shall not exceed **£1,000** in any one **Period of Insurance**.

2. Radio and Television Masts

Radio and television receiving aerials, satellite aerials, their fittings or masts at the **Business Premises**.

3. Theft Damage to the Buildings

The **Business Premises** if damage is caused by theft or attempted theft involving entry to or exit from the **Business Premises** by forcible and violent means.

4. Sanitary Fittings

Fixed sanitary ware and fittings at the **Business Premises**.

Policy Cover

Section 3 – Sales Office Risks

Section 3A – Contents

continued

5. Metered Water or Heating Oil

The insurance by this Section extends to include additional meter water or heating oil charges incurred by the **Insured** as a result of insured damage, provided that **The Company's** liability shall not exceed **£2,500** in any one **Period of Insurance**. The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the damage occurred, with the normal charge in the same period in a previous year, adjusted for any other relevant factors affecting the **Insured's** consumption of water during such period.

Limits of Liability

The Company's liability during any one **Period of Insurance** shall not exceed in respect of:

1. all loss or damage the Sum Insured for Section 3A specified in the **Schedule**
2. personal effects or tools, belonging to the **Insured** or any director, partner, client or **Employee** of the **Insured**, **£500** any one person
3. **Electronic Equipment £1,000.**

Claims Settlement

Following damage **The Company** will pay the cost of reinstating the **Property** equal to its condition when new provided that:

1. this is carried out without delay and in the most economical manner

2. when any **Property** is partially damaged **The Company's** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged **Property** is not reinstated a loss will be settled after allowance for depreciation
5. in respect of **Business Files** **The Company's** liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the **Insured** of the information that they contain.

Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured will be automatically reinstated by the amount of the loss provided that:

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured
2. the **Insured** implements without delay any amendments to the protections of the **Business Premises** that **The Company** may require
3. in respect of damage by theft or attempted theft the automatic reinstatement of Sum Insured shall apply on the first occasion only in one **Period of Insurance**.

Policy Cover

Commercial Care Line

0330 024 2246

Section 3 – Sales Office Risks

Section 3A – Contents

continued

Definitions

Buildings

Buildings including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

Vacant or Unoccupied

Buildings or **Business Premises** that have become unoccupied, untenanted or which have not been actively used for a period of more than 7 days.

Damage

Accidental loss, destruction or damage.

Property

Material Property.

Business Files

Account books, deeds, manuscripts, plans, drawings, models, maps, records, computer discs and tapes, films, transparencies or art work for the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded).

Business Contents

Office contents, fixtures fittings, external blinds and signs, (including personal effects or tools belonging to the **Insured** or any director, partner, customer or **Employee** of the **Insured**) excluding money and landlord's fixtures and fittings.

Electronic Equipment

Personal computers, laptop computers, modems, keyboards, VDU's and printers, dedicated word processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, computer aided design equipment, telecommunication equipment, tv's, videos, hi-fi's, LCD projection panels, dictation machines, slide projectors and overhead projectors.

Conditions

1. Security Requirements

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that:

1. all external doors to **Your Business Premises** must be fitted with and secured when unattended or out of business hours by:
 - (a) a 5 lever mortice deadlock and box striking plate conforming to BS3621
 - (b) a 5 (or more) lever close shackle padlock and locking bar
 - (c) in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
 - (d) in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above

Policy Cover

Section 3 – Sales Office Risks

Section 3A – Contents

continued

- (e) in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
 - (f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.
2. all accessible windows, fanlights and skylights must be fitted with and secured when unattended or out of business hours by:
- (a) key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
 - (b) in the case of louvred windows the louvres must be permanently fixed in place.

Warning

In the case of any doors or windows which are designated Fire Exits please consult with **Your** local Fire Authority to ensure an acceptable balance between security and safety is maintained.

2. Unoccupancy

It is a condition precedent to liability under this **Policy** that within 7 days of the **Business Premises**, or any part thereof, becoming **Vacant or Unoccupied** or not having been

actively used for **Business** purposes, **The Company** is notified and

- (a) all services are turned off at the mains and the water and heating systems drained
- (b) the **Business Premises** are to be adequately secured against unauthorised entry
- (c) at least weekly inspections are to be made of the **Business Premises** by the **Insured**, or an authorised representative working on the **Insured's** behalf and
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Business Premises**.

Exceptions

The Company will not be liable under this Section for **Damage**:

- 1. to livestock, car telephones, motor vehicles or accessories whilst thereon.
- 2. to blinds and signs not securely fixed to the **Business Premises**.
- 3. arising from theft or attempted theft:
 - (a) where the **Insured** or any director, partner or **Employee** of the **Insured** or member of the **Insured's** household is concerned as principal or accessory
 - (b) from an outbuilding.
- 4. due to unexplained disappearance or inventory shortage, misfiling or misplacing of information.

Section 3 – Sales Office Risks

Section 3A – Contents

continued

5. caused by:
 - (a) faulty or defective design, material or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost
 - (b) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in temperature, colour, flavour, texture or finish, vermin, insects, marring or scratching
 - (c) subsidence, ground heave or landslip or the normal settlement or bedding down of new structures
 - (d) collapse or cracking of buildings
 - (e) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, or the escape of oil from any fixed domestic heating installation when the **Business Premises** are **Vacant or Unoccupied**
 - (f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing or when the **Business Premises** are **Vacant or Unoccupied**.
6. to **Property** caused by:
 - (a) its own mechanical or electrical breakdown or derangement
 - (b) use contrary to the manufacturers' instructions
 - (c) its undergoing any process.
7. to **Business Files** resulting from erasure or distortion of information on computer systems or other records:
 - (a) whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus or by malicious persons
 - (b) due to the defects in such records or deliberate falsification
 - (c) due to the presence of a magnetic flux or the deliberate act of the public supply, undertaking in restricting or withholding electricity supply.
8. arising from theft or attempted theft (other than as a result of actual or threatened violence or assault to the **Insured** or any partner, director or **Employee** of the **Insured** or any person lawfully on the **Business Premises**) not involving entry to or exit from the **Business Premises** by forcible and violent means.
9. (a) to Fixed Glass or Sanitary Fittings already damaged at the commencement of cover
 - (b) caused by scratching or chipping of Fixed Glass unless it extends through the complete fabric of the glass
 - (c) to Fixed Glass or Sanitary Fittings in any portion of the **Business Premises** which is **Vacant or Unoccupied**.
10. the **Excess** shown on the **Schedule** for each and every occurrence.

Policy Cover

Section 3 – Sales Office Risks

Section 3B – Buildings

This Section is operative only if shown in the Schedule.

Cover

1. The **Buildings** at the **Business Premises** described in the **Schedule** belonging to the **Insured** or for which the **Insured** is legally responsible are covered against **Damage**.
2. Following **Damage** covered by this Section **The Company** will also pay for:
 - (a) Removal of Debris: costs incurred with the consent of **The Company** in removing debris, dismantling, demolishing, shoring up or propping that part of the **Buildings** destroyed or damaged
 - (b) Architects and Surveyors Fees: architects, surveyors, consultants and legal fees necessarily incurred in the reinstatement of the **Buildings** but not for preparing any claim
 - (c) Public Authorities: the additional cost of reinstatement of the **Buildings** incurred solely to comply with any regulations arising out of an Act of Parliament, or with bye-laws of any municipal or local authority excluding
 - (i) cost incurred in complying with such regulations or bye-laws under which notice has been served upon the **Insured**, prior to the happening of the **Damage**, or in respect of undamaged parts of the **Buildings**

- (ii) the amount of any rate, tax, duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws

- (d) Emergency Services: repairing **Damage** to the grounds of the **Business Premises** caused by the Emergency Services up to a maximum of **£1,000** in any one **Period of Insurance**.

Additional Cover

Contracting Purchasers Interest

The cover provided by this Section in the event of the **Insured** contracting to sell the **Buildings** is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **Buildings** are not otherwise insured.

Underground Services

The cover provided by this Section is extended to include accidental **Damage** to underground service pipes and cables between the **Business Premises** and the public mains for which the **Insured** is responsible.

Limit of Liability

The Company's liability during any one **Period of Insurance** shall not exceed the Sum Insured for Section 3B shown in the **Schedule**.

Section 3 – Sales Office Risks

Section 3B – Buildings

continued

Claims Settlement

Following **Damage The Company** will pay the cost of reinstating the **Buildings** equal to their condition when new provided that:

1. this is carried out without delay and in the most economical manner
2. when any **Building** is partially damaged **The Company's** liability shall not exceed the reinstated cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged **Building** is not reinstated a loss will be settled after allowance for depreciation.

Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured in the **Schedule** will be automatically reinstated by the amount of the loss provided that:

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured
2. the **Insured** implements without delay any amendments to the protections of the Business Premises that **The Company** may require.

Definitions

Buildings

Buildings including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

Vacant or Unoccupied

Buildings or **Business Premises** that have become unoccupied, untenanted or which have not been actively used for a period of more than 7 days.

Damage

Accidental loss, destruction or damage.

Conditions

1. Security Requirements

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that:

1. all external doors to **Your Business Premises** must be fitted with and secured when unattended or out of business hours by:
 - (a) a 5 lever mortice deadlock and box striking plate conforming to BS3621
 - (b) a 5 (or more) lever close shackle padlock and locking bar
 - (c) in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock

Policy Cover

Section 3 – Sales Office Risks

Section 3B – Buildings

continued

- (d) in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
 - (e) in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
 - (f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.
2. all accessible windows, fanlights and skylights must be fitted with and secured when unattended or out of business hours by:
- (a) key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
 - (b) in the case of louvred windows the louvres must be permanently fixed in place.

Warning

In the case of any doors or windows which are designated Fire Exits please consult with **Your** local Fire Authority to ensure an acceptable balance between security and safety is maintained.

2. Unoccupancy

It is a condition precedent to liability under this **Policy** that within 7 days of the **Business Premises**, or any part thereof, becoming **Vacant or Unoccupied** or not having been actively used for **Business** purposes, **The Company** is notified and

- (a) all services are turned off at the mains and the water and heating systems drained
- (b) the **Business Premises** are to be adequately secured against unauthorised entry
- (c) at least weekly inspections are to be made of the **Business Premises** by the **Insured**, or an authorised representative working on the **Insured's** behalf and
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Business Premises**.

Exceptions

The Company will not be liable under this Section for **Damage**

- 1. to fixed glass or its framework.
- 2. to fences or gates caused by storm or flood.

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Section 3 – Sales Office Risks

Section 3B – Buildings

continued

3. caused by:
 - (a) theft or attempted theft
 - (b) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost
 - (c) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, collapse, cracking, evaporation, contamination, changes in temperature, colour or texture or finish, vermin, insects, marring or scratching
 - (d) subsidence, ground heave or landslip or the normal settlement or bedding down of new structures.
4. the **Excess** shown on the **Schedule** for each and every occurrence.

Policy Cover

Section 3 – Sales Office Risks

Section 3C – Business Interruption

This Section is operative only if shown in the **Schedule** and is only available in conjunction with Section 3A Contents.

Cover

If the **Business** carried on by the **Insured** at the **Business Premises** is interrupted or interfered with because of **Damage** to any building or other **Property** used by the **Insured**, at the **Business** address shown in the **Schedule** by a cause specified in Section 3A Contents, **The Company** will pay for the additional costs reasonably incurred by the **Insured** during the **Indemnity Period** in accordance with Claims Settlement of this Section.

Outstanding Debit Balances

If the **Insured's** records of **Outstanding Debit Balances** sustain **Damage** within the **Territorial Limits** by a cause covered under Section 3A Contents, and the **Insured** in consequence is unable to fully trace or establish the **Outstanding Debit Balances**, **The Company** will indemnify the **Insured** in accordance with Claims Settlement of this Section to a maximum of **£25,000** for any one **Period of Insurance**.

Additional Cover

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

1. Prevention of Access

Damage to property in the vicinity of the **Business Premises** by a cause covered under Section 3A Contents which hinders or prevents access to the **Business Premises**.

2. Disease, infestation and defective sanitation

The occurrence at the **Business Premises** of murder, suicide, food or drink poisoning, vermin, pests, defective sanitation or any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition), an outbreak of which the Local or Government Authority has stipulated shall be notified to them.

3. Public Utilities

Accidental failure of public supplies of electricity, gas or water at the terminal ends of the public supply undertakings feed to the **Business Premises**, not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply.

Limits of Liability

The Company's liability for all loss resulting from interruption of the **Business** arising during any one **Period of Insurance** shall not exceed the Sum Insured for Section 3C specified in the **Schedule**.

Section 3 – Sales Office Risks

Section 3C – Business Interruption

continued

Claims Settlement

The **Company** will pay

1. for the additional costs and expenditure necessarily and reasonably incurred as result of interruption of or interference with the **Business** carried on at the **Business Premises** because of the **Damage** during the **Indemnity Period**
2. for professional accountants' charges reasonably incurred by the **Insured** for producing and certifying any particulars required by **The Company** in connection with the investigation and verification of a claim
3. in respect of **Outstanding Debit Balances** only
 - (a) the amount by which the **Outstanding Debit Balances** traced or received following the **Damage** shall fall short of the **Outstanding Debit Balances** before the **Damage** occurred
 - (b) for additional expenditure incurred with the previous consent of **The Company** in tracing and establishing the **Outstanding Debit Balances**.

Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured will be automatically reinstated by the amount of the loss provided that:

1. the **Insured** pays the appropriate premium for such reinstatement
2. in respect of interruption or interference with the **Business** because of **Damage** caused by theft or attempted theft the automatic reinstatement of the Sum Insured shall apply on the first occasion only in any **Period of Insurance**.

Definitions

Indemnity Period

The period beginning when the **Damage** occurs and ending not more than 12 months later, during which the results of the **Business** shall be affected in consequence of the **Damage**.

Outstanding Debit Balances

The sums outstanding in the **Insured's** records of the individual amounts owed to the **Insured** by clients.

Buildings

Buildings including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

Vacant or Unoccupied

Buildings or **Business Premises** that have become unoccupied, untenanted or which have not been actively used for a period of more than 7 days.

Policy Cover

Section 3 – Sales Office Risks

Section 3C – Business Interruption

continued

Damage

Accidental loss, destruction or damage.

Property

Material Property.

Conditions

1. Security Requirements

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that:

1. all external doors to **Your Business Premises** must be fitted with and secured when unattended or out of business hours by:
 - (a) a 5 lever mortice deadlock and box striking plate conforming to BS3621
 - (b) a 5 (or more) lever close shackle padlock and locking bar
 - (c) in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
 - (d) in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
 - (e) in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
 - (f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.
2. All accessible windows, fanlights and skylights must be fitted with and secured when unattended or out of business hours by
 - (a) key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
 - (b) in the case of louvred windows the louvres must be permanently fixed in place.

Warning

In the case of any doors or windows which are designated Fire Exits please consult with **Your** local Fire Authority to ensure an acceptable balance between security and safety is maintained.

2. Unoccupancy

It is a condition precedent to liability under this **Policy** that within 7 days of the **Business Premises**, or any part thereof, becoming **Vacant or Unoccupied** or not having been actively used for **Business** purposes, **The Company** is notified and

- (a) all services are turned off at the mains and the water and heating systems drained

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Section 3 – Sales Office Risks

Section 3C – Business Interruption

continued

- (b) the **Business Premises** are to be adequately secured against unauthorised entry
- (c) at least weekly inspections are to be made of the **Business Premises** by the **Insured**, or an authorised representative working on the **Insured's** behalf and
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Business Premises**.

Exceptions

1. **The Company** will not be liable under this section for **Damage** caused by subsidence, ground heave or land slip or the normal settlement or bedding down of new structures.
2. The **Excess** shown on the **Schedule** for each and every occurrence.

Policy Cover

Section 3 – Sales Office Risks

Section 3D – Money

This Section is operative only if shown in the Schedule.

Cover

While within the **Territorial Limits**

1. **Money** is covered against Damage.
2. any safe, strongroom, case, cash box, bag or secure cash carrying facility used for the storage or carriage of **Money**, is covered against Damage as a result of theft or attempted theft of **Money** while:
 - (i) in the **Insured's Business Premises**
 - (ii) in transit
 - (iii) in a bank night safe until removed by an authorised bank official
 - (iv) in the dwelling of the **Insured** or of any person to whom such **Money** is entrustedup to the Limits of Liability in respect of each occurrence.

Limits of Liability

1. **Non-negotiable Instruments £250,000.**
2. **Money** other than as described in 1 above
 - (a) in transit **£5,000**
 - (b) in a bank night safe **£5,000**

- (c) in the **Insured's Business Premises**, when closed for Business or outside **Business** hours, and when contained in a locked safe or strong room **£1,000**
- (d) in the **Insured's Business Premises** during **Business** hours and when open for **Business** **£5,000**
- (e) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted **£500.**

Definitions

Buildings

Buildings including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

Vacant or Unoccupied

Buildings or **Business Premises** that have become unoccupied, untenanted or which have not been actively used for a period of more than 7 days.

Damage

Accidental loss, destruction or damage.

Money

Cash, Bank Notes, Cheques, Girocheques, Banker's Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings

Section 3 – Sales Office Risks

Section 3D – Money

continued

Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines all the **Insured's** own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the **Insured's** own only while in his custody.

Non-Negotiable Instruments

Crossed Cheques, Crossed Girocheque, Crossed Banker's Drafts, Crossed Money Orders, used National Insurance Stamps, National Savings Certificates, Credit Company Sales Vouchers, V.A.T. Purchase Invoices and Unexpired units in Franking Machines.

Conditions

Special Condition

It is a condition precedent to liability under this Section that whenever **Money** in excess of **£2,000** is in transit at any one time:

- (a) the **Money** will be accompanied by not less than two responsible able bodied adult persons
- (b) the **Money** will be transported in a secure case, or other secure cash carrying facility.

Exceptions

The Company will not be liable under this Section for:

1. (a) **Damage** due to error or omission in receipts, payments or accounting practice
(b) Indirect Loss of any kind.
2. **Damage** due to the dishonesty of any director, partner or **Employee** of the **Insured** unless discovered within seven working days of its occurrence.
3. **Damage** resulting from a safe or strongroom being opened by the use of a key or a combination code, through the key or combination code having been left on the **Business Premises** while closed for **Business**.
4. Loss or theft from an unattended vehicle.
5. The **Excess** shown on the **Schedule** for each and every occurrence.

Policy Cover

Section 4 – Endorsements

Endorsements are only operative if shown in the **Schedule**.

1. Work Away Exclusion

The Company shall not be liable in respect of **Bodily Injury** or loss of or damage to **Property** caused by or in connection with any manual work away from the **Business Premises** by the **Insured** or his **Employees** (other than for collection and delivery only).

2. Heat Away Exclusion

The Company shall not be liable in respect of **Bodily Injury** or loss of or damage to **Property** caused by or in connection with the use of oxyacetylene or similar welding or cutting apparatus or naked flame in use away from the **Insured's Business Premises**.

3. Hazardous Locations Exclusion

The Company shall not be liable in respect of **Bodily Injury** or loss of or damage to **Property** caused by or in connection with any work on or in:

- (a) docks, harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works, oil or gas refineries or storage facilities
- (d) aircraft, airports or airfields
- (e) power stations

- (f) nuclear power stations
- (g) any installation where nuclear processing is undertaken
- (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

4. Efficacy Exclusion

The Company shall not be liable in respect of **Bodily Injury** or loss of or **Damage** to **Property** caused by or in connection with the failure or partial failure of any product or part thereof to perform the function for which it was intended.

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