

Feb 2019

# Motor Trade Combined

Policy



Thank you for choosing Covéa Insurance.

This is **Your** Motor Trade Combined 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.

## Important

Please read this policy, its **Schedule** and any endorsements to ensure that they are in accordance with **Your** requirements.

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# Helplines

## Covéa Insurance Commercial Care Line

(Other than Section 12 Essential Business Legal)

### 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 – [mtc@coveainsurance.co.uk](mailto:mtc@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.

## Helplines

To take advantage of the following services please telephone **0330 024 2364** and quote **TS5/6957229**.

To help **Us** check and improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service.

### 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 service is provided for **Your** benefit by DAS Law Limited and/ or a Preferred Law Firm on behalf of DAS Legal Expenses Insurance Company. These services are provided 24 hours a day, 7 days a week, however they may need to arrange to call **You** back depending on **Your** enquiry.

### Euro Legal Advice Helpline

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

Wherever possible the Legal Advice Helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible they will arrange a call back at a time to suit **You**.

The Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, they will refer **You** to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding bank holidays. If calls are made outside these times, they will call **You** back.

### Tax Advice Helpline

This will give **You** confidential advice over the 'phone on any tax matters affecting **Your Business**, under the laws of the United Kingdom. This is provided by tax advisors 9am – 5pm, Monday to Friday, excluding bank holidays. If calls are made outside these times, they will call **You** back.

### Business Assistance

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

Telephone: **0117 934 0192**

### Counselling

This will provide **Your Employees** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

**Telephone: 0330 134 8165.**

**These calls are not recorded.**

**DAS** will not accept responsibility if the Helpline Services fail for reasons they cannot control.

# Customer Information

## Registration and Regulatory Information

Insurance cover under sections 1-11 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 a firm's regulatory authorisation and supervision on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## How to make a complaint – Sections 1-11

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](http://www.coveainsurance.co.uk)  
Email: [customer.relations-rdg@coveainsurance.co.uk](mailto: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](http://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](http://www.financial-ombudsman.org.uk)  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**

## 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 Certificate of Motor Insurance, to **Your** broker when giving **Your** instruction to cancel.

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 returning **Your** policy documentation, including the Certificate of Motor Insurance to **Your** broker when providing **Your** cancellation instruction to them.

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 Our Rights to Cancel the Policy Condition on page 9 of this policy document.

## Financial Services Compensation Scheme

Covéa Insurance and DAS Legal Expenses Insurance Company Limited 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](mailto:enquiries@fscs.org.uk)  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

# Customer Information

*continued*

## How we use your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://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 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 Covéa 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.

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](mailto:dataprotection@coveainsurance.co.uk).

## 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).

# Customer Information

*continued*

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

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

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

The Database will be managed by the ELTO.

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

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

## 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.

# Introduction

Each Section of this policy, the Schedule and any endorsements, together with this Introduction, Customer Information and the General Definitions, General Conditions, Claims Conditions and General Exclusions 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 General Definitions, Exclusions and Conditions 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 wording.

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.



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

## Average

If at the time of any loss the total Sum Insured specified in the **Schedule** is less than 85% of the total value of the property insured **We** shall bear only that proportion of the loss which the total Sum Insured bears to the total of the property insured.

## Business

**Your** business described in the **Schedule**.

## Business Hours

The period during which **The Premises** are actually occupied by **You** and/or **Your Employees** for the purposes of the **Business**.

## Damage

Physical loss destruction or damage.

## Employee

Any person while working under **Your** direct control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper.

## Excess / Excesses

The amount(s) shown in **Your** policy or **Schedule**, for which **You** are responsible and which **We** will deduct from each and every claim.

## Index-Linking

Whenever a Sum Insured or Declared Value is declared to be subject to Index-Linking it is adjusted at monthly intervals as follows:

1. in respect of Buildings – in accordance with the percentage change in the General Building Cost Information Service

2. in respect of Plant, Machinery, Trade Fixtures, Tenants' Improvements, Portable Hand Tools, Electronic Business Machines, Computers and Software – in accordance with the Durable Goods Section of the Retail Prices Index
3. in respect of Stock in Trade, Customers' Goods and Refrigerated Stock – in accordance with the Producer Price Index.

**We** reserve the right to use alternative suitable indices to those mentioned at any time without prior notice if either index becomes unavailable or inappropriate.

## Indirect Loss

Loss resulting from interruption of or interference with **Business** carried on by **You** at **The Premises** in consequence of loss of or **Damage** to property used by **You** at **The Premises** for the purpose of the **Business**.

## Period of Insurance

The period beginning with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this policy.

## The Premises

The premises at the address(es) stated in the **Schedule** occupied by **You** for the purposes of the **Business**.

## Proposal

Any signed proposal, declaration or other information supplied to **Us** by **You** or on **Your** behalf.

## Schedule

The document that specifies details of **The Insured**, **The Premises**, the property insured and any **Excesses**, Endorsements and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

## Vacant or Unoccupied

Buildings or part thereof that have become vacant or unoccupied, untenanted or which have not been actively used by **You** for a period of more than 30 days.

## We / Us / Our / The Company

Covea Insurance plc

## You / Your / The Insured

The person, persons or limited or public limited company named in the **Schedule**.

# General Conditions

All of the following General Conditions apply in addition to the Conditions contained in each Section of the policy.

## 1. 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 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.

## 2. Reasonable Precautions

**You** must:

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) maintain the **Business** premises machinery equipment and furnishings in a good state of repair
- (c) maintain all Insured Vehicles in a safe and roadworthy manner
- (d) exercise care in the selection and supervision of **Employees**
- (e) comply with all relevant statutory requirements manufacturers' recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

## 3. 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 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**.

## 4. Adjustment of Premium

If any part of the premium or renewal premium is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant particulars and shall allow **Us** to inspect such record. **You** shall within one month after the expiry of each **Period of Insurance** provide such information as **We** may require. The premium shall then be adjusted and the difference paid by or allowed to **You**. Should **You** fail to supply the information required then **We** shall be entitled to charge a reasonable additional premium.

## 5. 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) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Condition – Reasonable Precautions of this policy 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 4 of this policy document.

## 6. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

**You** shall surrender forthwith to **Us** any effective Certificate of Motor Insurance.

## 7. Interest Clause

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** at the time of notification of any claim.

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

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

## 9. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that whenever **The Premises** are **Vacant or Unoccupied**:

- (a) **You** shall notify **Us** immediately **You** become aware:
  - (i) that **The Buildings** are **Vacant or Unoccupied**
  - (ii) of any **Damage** to the **Vacant or Unoccupied Buildings** whether such **Damage** is insured or not
  - (iii) that **The Buildings** are to be occupied by contractors for renovation alteration or conversion purposes or if **The Buildings** are to become occupied again
- (b) **The Buildings** are inspected internally and externally at least every 7 days and a weekly log of such inspections maintained
- (c) all trade refuse and waste materials are removed from the interior of **The Premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (d) **You** shall secure **The Buildings** and rectify any defects which render **The Buildings** insecure
- (e) the gas water and electricity supplies are turned off at the mains and wherever possible isolation valves are chained and padlocked except where power and heat are needed to maintain security and fire protection apparatus or equipment including to prevent freezing of vulnerable water carrying apparatus or equipment in **The Buildings**.

## 10. Survey

It is a condition precedent to **Our** liability under this policy that **You** shall comply with any risk improvements required by **Us** following a survey within the timescales specified.

**We** retain the right to cancel suspend or alter the terms of the insurance provided by this policy should the survey show the risk any part thereof to be unacceptable to **Us** or requiring improvement.

# General Conditions

*continued*

## 11. 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** or **The Premises**.

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 General Condition 5 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£25** plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first **£25** or any difference which is less than **£25** plus insurance premium tax, which will be retained to cover administrative 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.

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

## 1. Action by The Insured

It is a condition precedent to **Our** liability that **You** shall on the happening of any incident which could result in a claim under this policy:

- (a) in respect of claims relating to Sections 1, 2, 3, 4, 5, 9, 10 and 11 (Peril 1) – immediately notify **Us** and deliver to **Us** at **Your** own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - (i) 7 days of the event in the case of **Damage** caused by riot civil commotion strikers lock-out workers persons taking part in labour disturbances or malicious persons
  - (ii) 30 days of the expiry of the indemnity period in respect of Business Interruption claims
  - (iii) 30 days of the event in the case of any other claim or such further time as **We** may allow
- (b) in respect of claims relating to Sections 6, 7, 8 and 11 (Peril 2) – give written notice to **Us** as soon as reasonably practicable of any occurrence that may give rise to a claim and shall give all such additional information as **We** require. Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **Us** immediately they are received
- (c) give immediate notification to the police in respect of:
  - (i) vandalism
  - (ii) theft or any attempt thereat
  - (iii) loss of money by any cause whatsoever
- (d) make no admission of liability or offer promise or payment without **Our** written consent
- (e) inform **Us** immediately of any impending prosecution inquest or fatal accident enquiry or civil proceedings and send to **Us** immediately every relevant document
- (f) take all reasonable action to minimise or check any interruption or interference with the **Business**
- (g) produce to **Us** such books of account or other **Business** books or documents or such other proofs as may reasonably be required by **Us** for investigating or verifying the claim.

## 2. 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 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

## 3. Our Rights

**We** shall be entitled:

- (a) on the happening of any **Damage** in respect of which a claim is made and without thereby incurring any liability or diminishing any of **Our** rights under this policy to enter take or keep possession of **The Premises** where such **Damage** has occurred and to take possession of or require to be delivered to **Us** any property insured and deal with such property for all reasonable purposes and in a reasonable manner
- (b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this policy and **You** shall give all information and assistance required

# Claims Conditions

*continued*

- (c) to any property for the loss of which a claim is paid hereunder and **You** shall execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**
- (d) in the event of any occurrence resulting in any claim(s) under Sections 6, 7, 8 and 11 (Peril 2) to pay to **You** the amount of the Limit of Liability for such occurrence (less any sums already paid as damages in respect of such occurrence and in respect of Section 6 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which **We** shall have no further responsibility in connection with such claim(s) except in respect of Sections 7 and 8 for costs and expenses incurred before the date of payment.

## 4. Subrogation

Any claimant under this policy shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

## 5. Other Insurances

If at the time a claim arises there be any other insurance effected by **You** or on **Your** behalf applicable to such event **Our** liability shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably then **Our** liability hereunder shall be limited in respect of such **Damage** to any excess beyond the amount which would have been payable under such other insurance had this policy not been effected.

## 6. Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

## 7. 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.

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover :

## 1. War, Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Indirect Loss** directly or indirectly caused by or contributed to by or arising from:
- (i) War Government Action or Terrorism
  - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

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

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

**Terrorism** shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

## Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 6: Employers' Liability provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability costs and expenses directly or

indirectly caused by or contributed to by or arising from Terrorism shall not exceed **£5,000,000**.

## 2. Sonic Bangs

**Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 3. Radioactive Contamination

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

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

As far as concerns Bodily Injury caused to any **Employee of Yours** if such Bodily Injury arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

## 4. Pollution or Contamination

This Exclusion shall not apply to Sections 6, 7 and 8 of this policy.

For the purposes of this Exclusion "defined peril" shall mean those Perils numbered 1 to 12 inclusive within Section 1 – Material Damage.

**Damage** caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the property insured caused by:

- (a) pollution or contamination which itself results from a defined peril
- (b) a defined peril which itself results from pollution or contamination

## 5. Date Recognition

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

- (a) correctly to recognise any date as its true calendar date

# General Exclusions

*continued*

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

In respect of Section 1 – Material Damage, Section 2 – Business Interruption, Section 4 – Loss of Business Money, Section 9 – Specified All Risks and Section 10 – Refrigerated Stock, this Exclusion shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.

## 6. Marine Policies

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

## 7. Date Recognition Computer Equipment

This Exclusion shall not apply to Section 6: Employers' Liability.

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

## 8. Asbestos

This Exclusion shall not apply to Section 6: Employers' Liability.

Any loss cost expense or liability for **Bodily Injury** or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing.

## 9. Confiscation & Nationalisation

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

## 10. Electronic Data Exclusion

**Damage** 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.

For the purposes of this Exclusion the following definitions apply:

**"Electronic Data"** shall mean 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 programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**"Computer Virus"** shall mean 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. It shall include but not be limited to 'trojan horses' 'worms' and 'time or logic bombs'.

### Electronic Data Processing Media Valuation

Should electronic data processing media insured by this policy suffer **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 **Electronic Data** to **You** or any other party even if such **Electronic Data** cannot be recreated gathered or assembled.



# Section 1: Material Damage

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

### The Buildings

- (a) Structures on the site of **The Premises** (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise advised to **Us**)
- (b) Landlords fixtures and fittings in and on the structures
- (c) Central heating systems
- (d) Small outside buildings, extensions, annexes and gangways
- (e) Concrete, paved or asphalt forecourts, yards, terraces, drives and footpaths
- (f) Walls, gates and fences

### The Contents

- (a) **Stock in Trade**
- (b) Machinery, plant, fixtures, fittings and other trade equipment
- (c) **Tenants' Improvements**
- (d) All office equipment and other contents other than **Electronic Business Machines, Computers and Software**
- (e) internal and external **Glass and Sanitaryware** and signs
- (f) **Portable Hand Tools**
- (g) **Electronic Business Machines, Computers and Software**
- (h) Patterns, models, moulds, plans and designs
- (i) Documents, manuscripts and **Business** books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** in respect of the information contained therein
- (j) Directors', partners', visitors' and **Employees'** personal effects insofar as they are not otherwise insured including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding **£500** per person but any cover granted under this insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, furs, money and securities of any description
- (k) Wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding **£250** in total in respect of **Damage** by theft (if insured)

- (l) To the extent that they are not otherwise insured motor vehicles, motor chassis and their contents

all belonging to **You** or held by **You** in trust for which **You** are responsible but excluding any property that is more specifically insured.

### Contents of Customers' Vehicles

Property (excluding Motor Vehicles) held in **Your** custody or control being the contents of **Customers' Vehicles** (unless otherwise insured more specifically) for which **You** have accepted responsibility.

### Customers' Vehicles

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

### Electronic Business Machines, Computers and Software

Electronic Business Machines, Computers and Software the property belonging to **You** or for which **You** are responsible. **Our** liability in respect of Electronic Business Machines, Computers and Software shall not exceed the limit stated in the **Schedule**. In addition computer systems records up to a limit of **£25,000**, but only for the value of the material together with reproduction costs including the cost of gathering information but excluding the value to **You** in respect of the information contained therein.

### Glass and Sanitaryware

- (a) All fixed glass including shelves showcases and mirrors
- (b) Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

### Insured's Vehicles

Any Motor Vehicle belonging to **You** or which **You** intend to sell including those leased in or on consignment from manufacturers or distributors or on commission for which **You** are responsible.

### Keys

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

### Portable Hand Tools

Portable Hand Tools the property belonging to **You** and/or belonging to **Your Employees** and for which **You** have accepted responsibility and are not more specifically insured provided that:

- (a) The maximum value of any one tool shall not exceed **£500**
- (b) **Our** liability in respect of Portable Hand Tools shall not exceed the limit stated in the **Schedule**.

# Section 1: Material Damage

*continued*

## Rent

The money paid or payable to **You** in respect of accommodation and services provided at **The Premises**.

## Stock in Trade

Stock and materials in trade work in progress and finished goods excluding motor vehicles but including target stock comprising wines spirits tobacco DVDs CDs audio equipment clothing including Motorcycle wear and tyres subject to a maximum limit of **£4,000** but excluding items more specifically insured and stated in the **Schedule**.

## Tenants Improvements

Structured fixtures and fittings as occupier of **The Premises** belonging to **You**.

## The Perils

1. (a) **Fire** but excluding **Damage** caused by:
  - (i) explosion resulting from fire
  - (ii) earthquake or subterranean fire
  - (iii) the property insured's own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat.
- (b) **Lightning**
2. **Explosion**
  - (a) of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire
  - (b) otherwise excluding **Damage** caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control.
3. **Aircraft** and/or other aerial devices and/or articles dropped therefrom.
4. **Earthquake**, subterranean fire.
5. **Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.  
Excluding **Damage** resulting from cessation of work or due to confiscation, requisition or destruction by order of the government or any public authority.
6. **Malicious Persons** or vandals not acting on behalf of or in connection with any political organisation excluding **Damage**:
  - (a) resulting from cessation of work or due to confiscation, requisition or destruction by order of the government or any public authority
  - (b) caused by **Theft**
  - (c) when **The Premises** are **Vacant or Unoccupied**.
7. **Theft** or any attempt thereat involving:
  - (a) entry to or exit from **The Buildings** at **The Premises** by forcible and violent means
  - (b) violence or threat of violence to **You** or any director, partner or **Employee** or their families  
excluding **Damage**:
    - (i) in respect of moveable property in the open (other than vehicles) unless **We** have agreed otherwise in writing
    - (ii) in respect of any loss from any structure which is incapable of being locked
    - (iii) when **The Premises** are **Vacant or Unoccupied**
    - (iv) in respect of **Stock in Trade** at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside **Business Hours**
    - (v) in respect of jewellery, precious metals, precious stones, bullion or furs except where specifically mentioned in the **Schedule** as being insured.
8. **Storm or Tempest** excluding **Damage**:
  - (a) caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
  - (b) caused by inundation from the sea whether resulting from storm or otherwise
  - (c) caused by frost, subsidence, ground heave or landslip
  - (d) attributable solely to change in the water table level
  - (e) to fences, gates and moveable property in the open or in open sided buildings.
9. **Flood** excluding **Damage**:
  - (a) caused by **Storm or Tempest**
  - (b) caused by **Escape of Water** from any tank apparatus or pipe
  - (c) caused by frost, subsidence, ground heave or landslip
  - (d) attributable solely to change in the water table level
  - (e) to fences, gates and moveable property in the open or in open sided buildings.

# Section 1: Material Damage

*continued*

Commercial Care Line

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**10. Escape of Water** from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding **Damage**:

- (a) caused by water discharged or leaking from any automatic sprinkler installations
- (b) when **The Premises** are **Vacant or Unoccupied**.

**11. Impact** by:

- (a) falling trees or boughs excluding **Damage** caused by lopping, pruning or felling
- (b) collapse or breakage of television or radio receiving aerials or satellite dishes
- (c) vehicles or animals.

**12. Accidental Discharge or Leakage of Automatic Sprinkler Installations** excluding **Damage** occasioned by or attributable to:

- (a) heat caused by **Fire**
- (b) freezing when **The Premises** are **Vacant or Unoccupied**
- (c) repairs, alterations or extensions to **The Buildings** and/or sprinkler installations
- (d) defects in construction or condition of which **You** are aware.

**13. Any Accidental Cause** excluding **Damage**:

- (a) caused by or specifically excluded in **The Perils** 1-12
- (b) caused by **Theft** or any attempt thereat not involving:
  - (i) entry to or exit from **The Buildings** at **The Premises** by forcible and violent means
  - (ii) violence or threat of violence to **You** or any director, partner or **Employee** or their families
- (c) to the property insured caused by or consisting of:
  - (i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - (ii) faulty or defective workmanship, operational error or omission on **Your** part or any of **Your Employees**
  - (iii) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control

but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.

(d) caused by or consisting of:

- (i) corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects
- (ii) change in temperature, colour, flavour, texture or finish, action of light
- (iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- (iv) mechanical or electrical breakdown or derangement in respect of the particular machines, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude:

- such **Damage** not otherwise excluded which itself results from any other of **The Perils**
- subsequent **Damage** which itself results from a cause not otherwise excluded.

(e) caused by or consisting of:

- (i) subsidence, ground heave or landslip
- (ii) normal settlement or bedding down of new structures
- (iii) acts of fraud or dishonesty
- (iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- (v) electrical or magnetic injury, disturbance or erasure of electronic records.

(f) to or destruction of a building or structure caused by its own collapse or cracking.

(g) to property which is not designed to be kept in the open whilst it is in the open caused by wind rain hail sleet snow flood or dust.

(h) to the property insured:

- (i) caused by Fire resulting from its undergoing any heating process or any process involving the application of heat
- (ii) (other than by Fire or Explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair.

(i) in respect of:

- (i) jewellery, precious stones, precious metals, bullion or furs
- (ii) property in transit

# Section 1: Material Damage

*continued*

- (iii) money, cheques, stamps, bonds, credit cards or securities of any description
- (iv) **Glass and Sanitaryware** and signs:
  - due to repairs and alterations being carried out at **The Premises**
  - during installation or removal of such **Glass and Sanitaryware** or signs
  - which were broken or cracked prior to the inception of this policy
  - in greenhouses or conservatories unless specifically accepted by **Us**
  - in tubes unless the Glass is fractured.
- (j) in respect of:
  - (i) railway locomotives, rolling stock, watercraft or aircraft
  - (ii) property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (iii) land, roads, piers, jetties, bridges, culverts or excavations
  - (iv) livestock, growing crops or treesunless specifically mentioned as insured by this Section.
- (k) occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
- (l) **Damage**:
  - (i) caused by freezing
  - (ii) to **Glass and Sanitaryware** in respect of any building which is left **Vacant or Unoccupied**.
- (m) to or caused by:
  - (i) loss of market, loss of use, monetary devaluation or any other **Indirect Loss** (other than loss of **Rent** when insured as an Item under this Section)
  - (ii) property let out on hire or loaned to another person or company
  - (iii) loss resulting from **You** voluntarily parting with title or possession of any property if induced to do so by deception
  - (iv) **Damage** to any part of any electrical plant or apparatus directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but **Damage** to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom is not excluded
  - (v) showcases, automatic or vending machines or their contents situated outside **The Buildings of The Premises** unless specifically mentioned in the **Schedule**.

## Unattended Motor Vehicles

Any motor vehicle left with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle (including **Insured's Vehicles** displayed for retail sale purposes and **Customers' Vehicles** left in **Your** custody).

## Cover

In the event of any of the property insured suffering **Damage** at **The Premises** by any of **The Perils** insured **We** will subject to the provisions of the insurance pay **You** the value of the property or the amount of the **Damage** at the time of such **Damage** or at **Our** own option reinstate repair or replace such property.

Provided that **Our** liability in any one **Period of Insurance** shall in no case exceed the total Sum Insured or total Limit of Liability in respect of any Item its Sum Insured or any other stated Limit of Liability.

## Clauses

The following Clauses apply to this Section.

## Average

Each Item of property insured under this Section is similarly but separately subject to **Average** as defined in the General Definitions.

## Capital Additions

The insurance by this Section on **The Buildings** and **The Contents** extends to cover:

- (a) alterations additions and improvements to such property provided that:
  - (i) **Our** liability in respect of **The Contents** shall not exceed the Limit of Liability set against that Item
  - (ii) **You** will undertake to advise such additional insurance at the expiry of the **Period of Insurance**
- (b) any such property newly acquired and/or newly erected anywhere in Great Britain the Channel Islands or the Isle of Man other than at **The Premises** provided that:
  - (i) the property is not otherwise insured
  - (ii) at any one situation **Our** liability shall not exceed **£250,000**
  - (iii) **You** undertake to advise such additional insurance as soon as practicable and to pay the additional premium required from its inception date.

# Section 1: Material Damage

*continued*

Commercial Care Line  
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## Clearing of Drains

The insurance in respect of this Section extends to cover expenses necessarily and reasonably incurred in cleaning clearing and/or repairing drains gutters sewers and the like for which **You** are responsible in consequence of **Damage** by any of **The Perils** insured against at **The Premises**.

## Contents at the Homes of Directors and Employees

The insurance by this Section extends to include **Damage** to contents at the homes of directors and **Employees** (including in transit thereto and therefrom) in Great Britain and Northern Ireland for use in connection with the **Business**.

Provided that **Our** liability in respect of any one location shall not exceed the limit stated in the **Schedule**:

- (a) **We** shall not be liable for **Damage** caused by or consisting of **Theft** or any attempt thereat from an unattended vehicle
- (b) **We** shall not be liable for **Damage** caused by or consisting of **Theft** or any attempt thereat to property which is not contained in a locked building of substantial construction.

## Contract Price

In respect only of goods sold but not delivered for which **You** are responsible subject to a sale contract which following **Damage** is cancelled by reason of its condition wholly or to the extent of the **Damage** **Our** liability will be based on the contract price. For the purposes of this insurance the value of all goods to which this Clause could apply in the event of **Damage** will be ascertained similarly.

## Contracting Purchaser's Interest

If at the time of **Damage** **You** have contracted to sell **Your** interest in any building insured and the purchase is subsequently completed the purchaser on completion of the purchase shall be entitled to benefit under this policy in respect of such **Damage** (if and so far as the property is not otherwise insured against such **Damage** by the purchaser or on their behalf) without prejudice to either **Your** or **Our** rights and liabilities until completion.

## Cost of Debris Removal/Re-erection

The insurance by each Item on **The Buildings** and **The Contents** extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

- (d) re-erecting fitting and fixing (in respect of plant and machinery only) of the portion of the property which is the subject of a claim under this Section.

**Our** liability under this Clause and the Section for any Item will in no case exceed the Sum Insured or Limit of Liability for that Item.

**We** will not pay for any costs or expenses:

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

## Depreciation in Value of Stolen New Motor Vehicles

If a new Motor Vehicle held by **You** for sale is stolen but recovered undamaged and necessitates

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

**We** will pay the value of such discount provided that:

- (i) **We** have agreed the level of discount necessary to effect the sale  
and
- (ii) the total payment will be limited to a maximum of **£1,000** or **10%** of the new motor vehicle value whichever is the less

## Designation

For the purpose of determining where necessary the Item or column heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

## Discount to Effect Sale

If a new motor vehicle held for sale by **You** is damaged to the extent that it necessitates

- (a) a declaration of such **Damage** to a prospective purchaser  
and
- (b) a discount to effect a sale **We** will consider such discount as forming part of the claim Provided that:
  - (i) **We** have agreed the level of discount necessary to effect the sale  
and

# Section 1: Material Damage

*continued*

- (ii) the total payment will be limited to a maximum of **£5,000** per vehicle.

## Exhibitions

The insurance by this Section extends to include **Damage to The Contents** whilst at any indoor exhibition (including in transit thereto and therefrom) or in any building used for storage purposes in Great Britain and Northern Ireland.

## Fire Brigade Damage to Grounds

The insurance by this Section extends to include **Damage** caused by the Fire Brigade to the grounds at **The Premises** as far as **You** are responsible for the cost of repair provided that **Our** liability for any one claim for such **Damage** is limited to **£10,000**.

## Fire Extinguishment Expenses

In the event of **Damage** to the property insured caused by fire the insurance by this Section is extended to include costs reasonably and necessarily incurred with **Our** consent in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks resulting from such **Damage** subject to **Our** liability under this Clause not exceeding **£5,000** any one claim.

## Glass and Sanitaryware

Any cover granted by this insurance in respect of accidental **Damage to Glass and Sanitaryware** for which **You** are responsible at **Your Premises** includes:

- (a) the reasonable costs of any necessary boarding up or temporary glazing pending replacement of broken **Glass**
- (b) the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of **Glass** not exceeding **£500** any one occurrence
- (c) **Damage** to frames framework security fittings and alarm foil following breakage of **Glass** not exceeding **£500** any one occurrence
- (d) accidental **Damage** to goods incidental to **Your Business** caused by breakage of **Glass** in display windows not exceeding **£250** any one occurrence provided such **Damage** was not a direct result of Theft or attempted Theft.

**We** shall not be liable under this Clause for:

1. **Damage** arising from
  - (a) Fire Lightning Explosion
  - (b) repairs or alterations
  - (c) defect in frames framework and or other fitting
2. superficial **Damage to Glass**

3. **Indirect Loss** of any kind
4. **Damage** in respect of any **Vacant or Unoccupied** building
5. **Damage** caused by or arising from:
  - (a) inherent vice latent defect gradual deterioration wear tear frost it's own faulty or defective designs or materials
  - (b) faulty or defective workmanship on **Your** part or any of **Your Employees**
  - (c) changes in temperature or atmospheric or climatic conditions
6. **Damage** to any lettering embossing beading silvering or ornamental work unless specifically detailed in the **Schedule**
7. **Damage** to fixed **Sanitaryware** except where such breakage renders such articles wholly unserviceable

## Index Linking

The Sums Insured and **Declared Values** in respect of **The Buildings** and **The Contents** are subject to **Index-Linking**.

## Lock Replacement

The insurance by this Section extends to include the cost of changing locks on doors windows safes and strongrooms at **The Premises** following Theft (as insured herein) of keys from **The Premises** or from **Your** home or of any partner director or **Employee** entrusted with keys for an amount not exceeding **£1,000**.

## Loss of Metered Water

Cover against **Damage** caused by escape of water from any tank apparatus or pipe not being automatic sprinkler installations includes up to **£10,000** for the cost of water (calculated at the current rate per cubic metre) consumed as a direct result of the escape.

## Loss of Use of Customers' Vehicles

Costs or expenses incurred with **Our** written consent by any customer in being deprived of the use of a Motor Vehicle following such vehicle's **Damage** at **The Premises** and within the terms and conditions of this Section but only during a reasonable period necessary to allow for repair or replacement thereof provided that **Our** maximum liability shall not exceed **£25,000** any one incident.

## Mortgagees and Lessors

The act or neglect of any mortgagor leaseholder lessee or occupier of any building hereby insured whereby the risk of **Damage** is increased without the knowledge of any mortgagee freeholder or

# Section 1: Material Damage

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lessor shall not prejudice the interest of the latter parties in this insurance provided they shall notify **Us** immediately on becoming aware of such increased risk and pay additional premium if required.

## New Vehicle Replacement

If within one year of registration as new any motor vehicle owned or registered in **Your** name and insured for **Damage** is

- (a) stolen and not recovered within 28 days of the loss being reported to **Us**  
or
- (b) damaged to the extent that the cost of repairs will exceed **60%** of the manufacturer's recommended retail price plus taxes immediately prior to such **Damage** and the claim is settled as a total loss

**We** will pay for the cost of purchasing a new replacement vehicle of the same make and model provided that:

- (i) **You** request it
- (ii) such a replacement is available
- (iii) the total payment will be limited to a maximum of **£5,000** above the amount which would otherwise have been payable under this Section had this Clause not been incorporated

## Non-Invalidation

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

## Other Interests

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

## Professional Fees

The insurance by each Item on **The Buildings** and **The Contents** (excluding **Stock in Trade**) includes an amount for architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its **Damage** but not for preparing any claim. The total amount payable under this Clause and the Section for any Item will not exceed its Sum Insured or Limit of Liability.

## Public Authorities

The insurance by each Item on **The Buildings** and **The Contents** (excluding **Stock in Trade**) extends to include the additional cost of reinstatement of any **Damage** to the property insured and undamaged portions thereof incurred solely by reason of the necessity to comply with European Union legislation regulations under Acts of Parliament or local authority bye-laws provided that:

- (a) **You** receive the notice to comply after the **Damage** occurs
- (b) the work of reinstatement is completed within twelve months of the date of the **Damage** or within such further time as **We** may in writing allow
- (c) the total amount recoverable under any Item of this Section in respect of this Clause shall not exceed:
  - (i) in respect of the damaged property **15%** of its Sum Insured or Limit of Liability
  - (ii) in respect of undamaged portions of the property (other than foundations) **15%** of the total amount for which **We** would have been liable had the property been wholly destroyed
- (d) the total amount recoverable under any Item of this section shall not exceed its Sum Insured or Limit of Liability.

## Reinstatement of Sum Insured

Unless written notice to the contrary be given by either **You** or **Us** the insurance by this Section shall not be reduced by the amount of any loss and provided that **You** pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the **Period of Insurance**.

## Seasonal Increase

The sum insured in respect of **Insured's Vehicles** is increased by **25%** during the following periods:

- (a) 14th February to 15th March
- (b) 15th August to 15th September

## Services

The insurance by each Item on **The Buildings** and **The Contents** extends to include telephone gas water and electric instruments meters piping cabling and the like and the accessories thereof including similar property in adjoining yards or roadways or underground **Your** property or for which **You** are responsible.

## Subrogation Waiver

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

# Section 1: Material Damage

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- (a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **You** as defined in the Companies Act or Companies (NI) Order as appropriate current at the time of the **Damage**
- (b) any company which is a subsidiary of a parent company of which **You** are **Yourself** a subsidiary in each case within the meaning of the Companies Act or Companies (NI) Order as appropriate, current at the time of the **Damage**.

## Temporary Removal

- (a) The cover in respect of **The Contents** other than **Stock in Trade, Insured's Vehicles** and **Customers' Vehicles** is extended to include such property whilst temporarily removed from **The Premises** for the purposes of cleaning renovation repair or other similar purposes to any other premises within the United Kingdom or in transit by road rail or inland waterway.

Provided that **Our** maximum liability hereunder in respect of any one incident of **Damage** shall not exceed **15%** of the Limit of Liability on each Item and in the case of documents manuscripts plans and the like **15%** of the total value thereof.

- (b) The cover in respect of **The Contents** other than **Insured's Vehicles** and **Customers' Vehicles** is also extended to include property as therein defined transferred between **The Premises** described in the **Schedule** including transit by road, rail or inland waterway between **The Premises**.

Provided that the amount recoverable under this part of the Clause shall not exceed the amount which would have been recoverable had the **Damage** occurred at **The Premises** from which the property is transferred or **£50,000** whichever is the less in respect of any such transfers at any one time.

Both (a) and (b) above are subject to:

- (i) such property not being more specifically insured
- (ii) the **Excess** applying under this Section.

## Temporary Removal (Motor Vehicles)

The Insurance for **Insured's Vehicles** and **Customers' Vehicles** is extended to include **Damage** of such property whilst temporarily removed from **The Premises** for the purposes of cleaning renovation repair or other similar purposes to any other premises within the United Kingdom provided that **Our** maximum liability shall not exceed **£25,000** any one incident.

## Theft Damage to Buildings

The cost of repairing **Damage** by Theft or any attempt thereat to **The Buildings** of **The Premises** (whether or not **The Buildings** are insured hereunder) if **You** are responsible for the repairs and the **Damage** is not otherwise insured.

## Trace and Access

In the event of **Damage** resulting from Escape of Water or Oil (as insured herein) **We** will pay costs necessarily and reasonably incurred in locating the source of such **Damage** and subsequently making good subject to **Our** liability under this Clause not exceeding **£10,000** any one claim.

## Underground Services

Accidental **Damage** for which **You** are legally liable to underground pipes cables drains (and their relevant inspection covers) supplying services to and carrying waste from **The Premises** to the point of junction with public supply lines mains and sewers.

## Workmen

Workmen are allowed in and about any of **The Premises** described within for the purpose of making new erections or alterations repair decoration plant installation general maintenance and the like without prejudice to the terms and conditions of this policy.

## Basis of Settlement Clauses

**Reinstatement/Day One Basis of Settlement – The Buildings and The Contents (other than Stock in Trade, Insured's Vehicles and Customer's Vehicles)**

Any payment under this Clause is subject to the Special Conditions below.

**Reinstatement** is defined as:

- (a) the rebuilding or Replacement of property lost or destroyed
- (b) the repair or restoration of property damaged.

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

**Declared Value** is defined as:

**Your** assessment of the cost of **Reinstatement** of the property insured at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in as far as the insurance provides allowance for:

- (a) the additional cost of **Reinstatement** to comply with public authority requirements
- (b) professional fees
- (c) debris removal costs.

The amount payable under this Clause in respect of **The Buildings** and **The Contents** (other than **Stock in Trade Insured's Vehicles and Customer's Vehicles**) will be the cost of **Reinstatement** of the property sustaining **Damage**.



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## Special Conditions:

1. At the inception of each **Period of Insurance** You will notify Us of the **Declared Value** of the property insured by each Item for **The Buildings and The Contents** (excluding **Stock in Trade, Insured's Vehicles and Customer's Vehicles**). In the absence of such declaration the last amount declared adjusted to reflect **Index-Linking** will be taken as the **Declared Value** for the ensuing **Period of Insurance**.
2. In respect of each Item to which this Clause applies the definition of **Average** is amended to read  
If at the time of **Damage** the **Declared Value** of an Item for **The Buildings or The Contents** (excluding **Stock in Trade, Insured's Vehicles and Customer's Vehicles**) is less than 85% of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**.
3. No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - (a) unless the work of **Reinstatement** is commenced and carried out with reasonable despatch
  - (b) until the cost of **Reinstatement** has been incurred
  - (c) unless any other insurance covering **Your** interest in the property at the time of **Damage** is on the same basis of **Reinstatement** as this policyand if no such payment is made then both **Our** and **Your** rights and liabilities shall be those which would have applied had this Clause not been operative.
4. **Reinstatement** may be carried out at another site and in any manner suitable to **You** subject to **Our** liability not being increased as a result.
5. In the event of partial **Damage** to property insured **Our** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.

## Basis of Settlement – Stock in Trade, Insured's Vehicles and Customer's Vehicles

Any payment under this clause is subject to the Special Conditions below.

Replacement is defined as :

The repair or replacement of the property sustaining **Damage** to a condition equivalent to or substantially the same as but not better or more extensive than its condition immediately prior to the **Damage**.

**Sum Insured** is defined as:

**Your** assessment of the cost of **Replacement** of **Stock in Trade, Insured's Vehicles and Customer's Vehicles** at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance provides allowance for debris removal costs.

The amount payable under this Clause in respect of **Stock in Trade, Insured's Vehicles and Customer's Vehicles** will be the cost of **Replacement** of the property sustaining **Damage**.

## Special Conditions:

1. at the inception of each **Period of Insurance** You will notify Us of the **Sum Insured** of the **Stock in Trade, Insured's Vehicles and Customer's Vehicles** and in the absence of such notification the last amount notified adjusted to reflect **Index-Linking** will be taken as the **Sum Insured** for the ensuing **Period of Insurance**.
2. if at the time of **Damage** the **Sum Insured** of the **Stock in Trade, Insured's Vehicles and Customer's Vehicles** is less than the cost of **Replacement** at the inception of the **Period of Insurance** then **Average** will apply.
3. no payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - (a) unless **Replacement** is effected with reasonable despatch
  - (b) until the cost of **Replacement** has been incurred
  - (c) unless any other insurance covering **Your** interest in the property at the time of **Damage** is on the same basis of **Replacement** as this policyand if no such payment is made then **Your** rights and liabilities and **Ours** shall be those which would have applied had this clause not been operative.
4. in the event of partial **Damage** to property insured **Our** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.

## Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### Electrical Inspection

It is a condition precedent to **Our** liability that:

- (a) the electrical system at **The Premises** is inspected and tested by a qualified electrical engineer in accordance with IEE Regulations for electrical installations and a completion and inspection certificate is issued following such inspection

# Section 1: Material Damage

*continued*

- (b) any work specified on such certificates to ensure that the electrical installation meets IEE Regulations shall be carried out within 90 days of the inspection
- (c) a copy of each completion and inspection certificate is retained by **You** and available to **Us** upon request
- (d) the electrical installation is further inspected and tested within the timescale recommended on the completion and inspection certificate or within 5 years – whichever is less.

## Fire Break Doors and Shutters

It is a condition precedent to **Our** liability that all fire break doors and shutters are kept closed except during **Business Hours** and kept maintained and in efficient working order.

## Fire Extinguishment – Automatic Sprinkler Installations

It is a condition precedent to **Our** liability that in consideration of the discount and or reduced rate granted for the automatic sprinkler installation(s) **You** must ensure that **You**:

- (a) test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted (for example a ring circuit))
- (b) test at least once a week for the purpose of ascertaining the condition of:
  - (i) the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the fire brigade have given a written undertaking to carry out this test)
  - (ii) the relevant batteries

**NOTE:** Where the circuit concerned is not continuously monitored test (b) must be made every working day

- (c) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and to obtain from them following each inspection certification that they are in satisfactory working order
- (d) test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open
- (e) test every week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests

- (f) test quarterly or half-yearly if required by **Us** for the purpose of ascertaining that each water supply is in order and record the particulars of each test
- (g) remedy promptly any defect disclosed by such tests or otherwise.

**NOTE:** Notice must be given to **Us** before any installation is rendered inoperative or immediately in the event of emergency.

**We** shall have access to **The Premises** at all reasonable times for the purpose of inspecting the sprinkler installation(s).

## Fire Extinguishment – Other Appliances

It is a condition precedent to **Our** liability that **You** maintain all fire extinguishing appliances on **The Premises** in proper working order and have said appliances serviced and maintained under an annual service contract with approved suppliers in accordance with the Regulatory Reform (Fire Safety) Order 2005.

Subject to the observance of this undertaking this Section shall not be invalidated as a result of any defect in any of the said appliances due to any circumstances beyond **Your** control.

## Keys

It is a condition precedent to **Our** liability that:

- (a) during **Business Hours** all **Keys to Unattended Motor Vehicles** must be kept in a securely locked place within **The Premises** out of sight of the public.
- (b) outside of **Business Hours** all **Keys to Unattended Motor Vehicles** are to be removed from **The Premises** or retained within a locked safe or purpose built **Key** cabinet approved by **Us** within an alarmed part of **The Premises** and the **Key** to this cabinet removed from **The Premises**.

## Minimum Security

It is a condition precedent to **Our** liability that if **Damage** occurs more than 30 days after the inception of the policy the following security measures or any alternatives that **We** agree to in writing are installed and activated.

## Your responsibility

It is **Your** responsibility to ensure that the following security measures are in place at **The Premises**.

# Section 1: Material Damage

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## Doors

### Up and over doors

Sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.

### Steel roller shutters

Each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.

### Aluminium doors

Single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hookbolt mechanism.

### Outward opening doors

The hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

### Fire exit doors

Must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

### Double doors

Standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

### Doors not otherwise specified

Must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

## Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority.

Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) **You** must ensure that:

- (a) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (b) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (c) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and Bolt holes must be set back at least 60mm from the edge of the window opening
- (d) if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

## Motor Vehicles in the Open

It is a condition precedent to **Our** liability that **You** ensure all **Unattended Motor Vehicles**:

- (a) are securely locked and all windows and similar openings tightly closed
- (b) fitted with security including alarms, immobilisers, proximity sensors and trackers have such systems put into effect
- (c) have ignition **Keys** removed in accordance with the **Keys** condition

## Smoking

It is a condition precedent to **Our** liability that **You** will:

- (a) communicate to **Employees** and visitors and rigorously enforce a no smoking policy at **The Premises**
- (b) prominently display 'No Smoking' signs throughout **The Premises**
- (c) only allow smoking in clearly marked and specifically designated smoking areas that comply with current legislation

# Section 1: Material Damage

*continued*

- (d) in all designated smoking areas, provide metal receptacles with metal lids for the safe disposal of waste smoking materials
- (e) keep waste smoking materials separate from other combustible waste material when being removed from the designated smoking areas and store in metal receptacles with metal lids whilst awaiting final removal from **The Premises**.

## **Stock storage – Basements and Ground floors**

It is a condition precedent to **Our** liability that all **Stock in Trade** susceptible to water damage stored in basements and/or on the ground floor of **The Premises** is stored at least 10cm above floor level.

## **Exclusions**

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this section for:

1. the amount of **Excess** as specified in the **Schedule**.

# Section 2: Business Interruption

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Your Schedule will show if this Section is operative.

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

**NOTE:** To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms of this section shall be exclusive of such tax.

### Customers Accounts

**Your** accounts of all customers who are trading with **You** on a credit or hire purchase basis.

### Explosion

For the purposes of this Section **The Peril** Explosion shall be restated as follows:

#### Explosion

- (a) of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire
- (b) otherwise excluding **Damage** caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on **The Premises**) in which internal pressure is due to steam only and belonging to **You** or under **Your** control.

### Gross Profit

The amount by which:

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

**NOTE:** For the purpose of this definition the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation.

### Gross Rentals

The money paid or payable to **You** by tenants in respect of accommodation and services provided at **The Premises**.

### Gross Revenue

The money paid or payable to **You** as fees for services rendered in the course of the **Business** at **The Premises**.

### Indemnity Period

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

### Outstanding Debit Balances

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

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

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

### Rate of Gross Profit

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

### Standard Gross Rentals

The **Gross Rentals** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

### Standard Gross Revenue

The **Gross Revenue** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

### Standard Turnover

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

# Section 2: Business Interruption

*continued*

**NOTE:** To the **Rate of Gross Profit, Standard Turnover and Standard Gross Revenue** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

## Turnover

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

## Uninsured Working Expenses

1. Purchases net of discounts received
2. Bad debts
3. Packaging carriage and freight
4. Discounts allowed

## Cover

Provided that payment shall have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the property or payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in the insurance excluding liability for losses below a specified amount and that **Our** liability shall in no case exceed **133.33%** of the **Gross Profit** or **Gross Revenue** or **Gross Rentals** shown in the **Schedule** and **100%** of the Sum Insured shown in the **Schedule** for Increase in Cost of Working Additional Increase in Cost of Working **Outstanding Debit Balances** or any other Item insured hereunder.

If **Damage** by any of **The Perils** insured under Section 1 or by **Explosion** occurs to property used by **You** at **The Premises** for the purposes of the **Business** and causes interruption to or interference with the **Business** at **The Premises** or if **You** are unable to trace or establish **Outstanding Debit Balances** in whole or in part due to **You** as a result of **Your** books of account or other **Business** books or records at **The Premises** being **Damaged** We will pay **You** (subject to the provisions of the insurance) the amount of loss resulting from such interruption, interference or **Damage** in accordance with the basis of cover shown in the **Schedule** and described below.

## Basis of Cover

### Gross Profit (Declaration Linked Basis)

The insurance in respect of **Gross Profit** is limited to loss of **Gross Profit** due to:

(a) reduction in **Turnover** and

(b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:

- (i) in respect of reduction in **Turnover**: the sum produced by applying the rate of **Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Turnover**
- (ii) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

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

### Gross Rentals (Declaration Linked Basis)

The insurance in respect of **Gross Rentals** is limited:

(a) loss of **Gross Rentals** and

(b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:

- (i) in respect of loss of **Gross Rentals**: the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- (ii) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

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

### Gross Revenue (Declaration Linked Basis)

The insurance in respect of **Gross Revenue** is limited to:

(a) reduction in **Gross Revenue** and

(b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:

# Section 2: Business Interruption

*continued*

Commercial Care Line  
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- (i) in respect of reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- (ii) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

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

## Increase in Cost of Working

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

## Additional Increase in Cost of Working

The insurance in respect of Additional Increase in Cost of Working is limited to the additional expenditure necessarily and reasonably incurred due to **Damage** to maintain the **Business** during the **Indemnity Period** which exceeds the amount recoverable in respect of Increase in Cost of Working whilst insured as a separate item.

**Our** liability shall not exceed the Limit of Liability shown in the **Schedule**.

## Cost of Document Replacement

The insurance under this Item is limited to legal clerical and other charges necessarily incurred in consequence of the **Damage** in the replacement or restoration of **Your** business records including deeds and other documents (including stamps thereon) manuscripts plans specifications and writings of every description and books (written and printed) books of account card indexes and other business records including such property if and insofar as it is not otherwise insured whilst temporarily at premises not in **Your** occupation or whilst in transit in Great Britain or Northern Ireland provided that **Our** liability for any one claim shall not exceed in total the Limit of Liability for **Gross Profit** or **Gross Revenue** (whichever is applicable) shown in the **Schedule**.

## Outstanding Debit Balances

The insurance in respect of **Outstanding Debit Balances** is limited to loss sustained by **You** directly due to the **Damage** and the amount payable in respect of any one incident shall not exceed

- (a) the difference between
  - (i) the **Outstanding Debit Balances** and
  - (ii) the total of the amounts received or traced in respect thereof
- (b) the additional expenditure incurred with **Our** previous consent in tracing and establishing customers' debit balances after the **Damage**.

## Professional Accountants Charges

Where insurance is arranged on **Gross Profit** or **Gross Revenue We** will also pay **You** the reasonable charges payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your** books of account or other **Business** books or documents or such other proofs information or evidence as **We** may require and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents provided that **Our** liability for any one claim shall not exceed in total the Limit of Liability for **Gross Profit** or **Gross Revenue** (whichever is applicable) shown in the **Schedule**.

## Clauses

The following clauses apply to this Section.

## Accumulated Stocks

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

## Alternative Trading

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

## Monthly Records (applicable to **Outstanding Debit Balances**)

**You** shall at the end of each month record the total amount of **Outstanding Debit Balances** as set out in **Customers Accounts** at that date and such record shall be kept at a place other than **Your** own premises.

# Section 2: Business Interruption

*continued*

## Payments on Account

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

## Reinstatement of Losses

Unless written notice to the contrary be given by either **Us** or **You** the insurance by this Section shall not be reduced by the amount of any loss provided that **You** pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the **Period of Insurance**.

The reinstatement of losses shall not apply to extension I. Notifiable disease, vermin, pests and defective sanitation, murder or suicide

## Standing Charges (applicable to **Gross Profit**)

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

## Extensions

Any loss in respect of **Gross Profit** or **Gross Revenue** as insured by this Section resulting from interruption to or interference with the **Business** in consequence of:

### A. Unspecified Suppliers

**Damage** by any of **The Perils** insured under Section 1 of this policy at the premises of **Your** suppliers manufacturers or processors of components goods or materials in Great Britain or Northern Ireland but excluding the premises of any supply undertaking from which **You** obtain electricity gas water or telecommunications services in Great Britain or Northern Ireland.

### B. Unspecified Customers

**Damage** by any of **The Perils** insured under Section 1 of this policy at the premises of any of **Your** customers in Great Britain or Northern Ireland provided that for the purposes of this Extension the term 'customers' means those companies organisations or individuals with whom at the time of the **Damage You** have contracts or trading relationships to supply goods or services.

### C. Storage Sites

**Damage** by any of **The Perils** insured under Section 1 of this policy at any premises in Great Britain or Northern Ireland not occupied by **You**.

### D. Property In Transit

**Damage** by any of **The Perils** insured under Section 1 of this policy to property whilst in transit in Great Britain or Northern Ireland.

### E. Contract Sites

**Damage** by any of **The Perils** insured under Section 1 of this policy at any situation in Great Britain or Northern Ireland where **You** are carrying out a contract.

### F. Accidental Failure of Public Supply

Accidental total or partial failure of the public supply of:

- (a) electricity at the terminal point of the supply undertaking's service feed to **The Premises**
- (b) gas at the supply undertaking's meters at **The Premises**
- (c) water at the supply undertaking's main stop cock serving **The Premises**
- (d) telecommunications services at the incoming line terminals or receivers at **The Premises**

in Great Britain or Northern Ireland but excluding any failure:

- (i) resulting from **Your** wilful act or neglect
- (ii) due to a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- (iii) due to a scheme of rationing unless solely necessitated by **Damage** to the supply undertaking's generating or supply equipment
- (iv) due to any industrial action or drought or
- (v) which does not involve a cessation of supply for at least 30 consecutive minutes in respect of a b and c above and 8 consecutive hours in respect of d above.

### G. Denial of Access

**Damage** by any of **The Perils** insured under Section 1 of this policy to property in the vicinity of **The Premises** preventing or hindering access to or use of **The Premises** whether **The Premises** or **Your** property therein shall be damaged or not but excluding the property of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services.

### H. National Lottery

For the purpose of this Extension **Employee** shall mean:

Any person while working for **You** in connection with the **Business** who is under a contract of service or apprenticeship with **You**.



# Section 2: Business Interruption

*continued*

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The insurance by this Section is extended to cover loss resulting from interruption of or interference with the **Business** at **The Premises** in consequence of an **Employee** or **Employees** terminating their employment with **You** as a direct result of a confirmed win on the National Lottery in the United Kingdom.

Provided that the maximum **Indemnity Period** under this extension shall not exceed 3 months from the date of the confirmed win on the National Lottery.

## I. Notifiable Disease, Vermin Pests and Defective Sanitation, Murder or Suicide

Definitions for the purposes of this Extension:

### Indemnity Period

In respect of **Vermin Pests and Defective Sanitation**:

The period during which the results of the **Business** shall be affected in consequence due to the discovery, occurrence or accident, beginning with the date from which restrictions on the use of **The Premises** are applied and ending not later than 3 months thereafter.

In respect of all other contingencies:

The period during which the results of the **Business** shall be affected in consequence due to the occurrence or discovery, beginning with the date of the occurrence or discovery ending not later than 3 months thereafter.

### Notifiable Disease

The occurrence of any of the following human infectious or human contagious diseases sustained by any person:

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever.

### Vermin Pests and Defective Sanitation

(a) the discovery of vermin or pests  
or

(b) any accident causing defects in the drains or other sanitary arrangements at **The Premises**

which causes restrictions on the use of **The Premises** on the order or advice of the competent local authority.

**We** will indemnify **You** in respect of loss or **Damage** as defined in this **Section** directly resulting from interruption of or interference

with the **Business** during the **Indemnity Period** in consequence of the following contingencies:

- (a) any occurrence of a **Notifiable Disease** at **The Premises**
- (b) any discovery of a harmful organism likely to result in the occurrence of a **Notifiable Disease** at **The Premises**
- (c) injury or illness sustained by any person caused by food or drink poisoning arising from food or drink supplied from **The Premises**
- (d) any discovery of **Vermin Pests and Defective Sanitation**
- (e) any occurrence of murder or suicide at **The Premises**

We will not indemnify **You** in respect of:

- (a) costs incurred in cleaning repair replacement recall or checking of property
- (b) loss arising from premises other than those directly subject to the occurrence
- (c) any other Business Interruption Extensions
- (d) any consequence of Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition.

Provided that after the application of all the terms conditions and provisions of the policy **Our** liability in respect of the Extensions A to I shall not exceed the limit stated in the **Schedule** against the specific Extension.

## N. Loss of MOT licence

For the purpose of this Extension Mot Licence shall mean:

The licence granted by the Department of Transport to carry out MOT tests on motor vehicles and issued to **You** as an Authorised Examiner or to a Nominated Tester employed by **You** in connection with the **Business**.

### Cover

If during the **Period of Insurance** **Your** MOT Licence is suspended or withdrawn by the Department of Transport and as a consequence the **Business** carried out by **You** at **The Premises** is interrupted or interfered with **We** will pay **You** the amount of loss resulting from such interruption or interference in accordance with the Basis of Cover shown in the **Schedule** and described in this Section provided that **Our** maximum liability shall not exceed the amount shown in the **Schedule**.

### Extension

Appeal Fees and Charges

# Section 2: Business Interruption

*continued*

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

## Special Conditions

(a) **You** will take all reasonable:

- (i) precautions to prevent the suspension or withdrawal of **Your MOT Licence** occurring
- (ii) steps to observe and comply with all statutory or Public Authority laws obligations and requirements

(b) On receipt of a formal warning letter from the Vehicle Inspectorate, **You** must immediately notify **Us** and give **Us** written confirmation together with copies of documentation received.

## Exclusions

**We** will not be liable for any loss arising from:

- (a) a suspension or warning received during the four weeks immediately following inception of cover under this Extension
- (b) actual or proposed compulsory purchase of **The Premises**
- (c) any scheme of town or country planning improvement or development
- (d) any policy by the Department of Transport to reduce the number of Authorised Examiners and Nominated Testers
- (e) any alteration after the commencement of cover to any relevant law unless **We** confirm in writing that cover will continue after such alteration
- (f) failure to maintain **The Premises** equipment or machinery in good general repair
- (g) failure to keep accurate and up to date documentation as required by the Department of Transport and/or Vehicle Inspectorate
- (h) a criminal conviction

## Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

### Fire Proof Storage

This condition shall apply to **Outstanding Debit Balances** only.

It is a condition precedent to **Our** liability that **Your** books of account or other business books or records in which **Customers Accounts** are shown shall be kept in fire resistant cabinets or safes when not in use.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section for loss:

1. arising directly or indirectly from
  - (a) erasure loss distortion or corruption of information on computer systems or other records programmes or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
  - (b) other erasure loss distortion or corruption of information on computer systems or other records programmes or software unless resulting from any of **The Perils** 1 to 12 of Section 1 of this policy insofar as it is not otherwise excluded.
2. if
  - (a) **The Business** is
    - (i) wound up or carried on by a liquidator or receiver
    - (ii) permanently discontinued
  - (b) **Your** interest ceases other than by **Your** death unless **We** agree otherwise in writing.

# Section 3: Goods in Transit

**Your Schedule will show if this Section is operative.**

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

### Components

Components parts tyres batteries and all other accessories relevant to motor vehicles belonging to **You** or for which **You** are responsible.

### Enclosed Premises

A locked building or compound bounded on each side by a substantial wall fence or similar structure and having a locked gate.

### High Risk Property

Tobacco, cigarettes and cigars, spirits, watches, jewellery, precious or semi precious stones, articles of gold or silver or other precious metals, computer and data processing equipment and accessories, drugs, audio, TV and video equipment, non-ferrous metals, photographic equipment, sports goods, oriental carpets, clothing, furs and leather goods, works of art and mobile phone vouchers.

### In Transit

#### (a) in respect of **Method of Conveyance A**

whilst the **Property** is being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle including the use of recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle is involved and concluding when the **Property** has either been placed at **The Premises** or receipt acknowledged by the consignee. This shall include a period of temporary garaging not exceeding 30 days during the journey.

#### (b) in respect of **Method of Conveyance B**

whilst the **Property** is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at **The Premises**. This shall include a period of temporary garaging not exceeding 30 days during the journey.

### Method of Conveyance

- A Property** carried on vehicles owned by or operated by **You**
- B Property** transported by a carrier other than **You** by means of road, rail or inland air freight.

### Overnight

From 9.00pm or whenever the vehicle was last occupied whichever is the earlier until 6.00am or until the vehicle is first used whichever is the later.

### Property

Stock (excluding motor vehicles) **Components** and **Tools** used in connection with the **Business** belonging to **You** or for which **You** are responsible for.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including sea or air transits between these territories.

### Tools

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

### Cover

In the event of **Damage to Property In Transit** by the **Method of Conveyance** shown in the **Schedule** within the **Territorial Limits** during the **Period of Insurance We** will subject to the **Limit of Liability** pay the amount of the **Damage** or at **Our** option replace or repair such **Property**.

**Our** liability in respect of **Damage** arising out of one single event at any one location to any one load or combination of loads of **Property In Transit** shall not exceed the Sums Insured stated in the **Schedule**.

**Our** liability for **High Risk Property** in respect of **Damage** caused by theft or attempted theft shall not exceed the Inner Limit stated in the **Schedule**.

### Clauses

The following clauses apply to this Section but only in respect of **Damage to Property in Transit** by **Method of Conveyance A** for which **We** have admitted liability.

### Ancillary Equipment

**We** will also pay for **Damage** to packing materials, protective sheeting ropes chains and toggles belonging to **You** whilst being carried on the vehicle.

# Section 3: Goods in Transit

*continued*

## Debris Removal

We will also pay for the additional costs necessarily incurred in removing debris consequent upon **Damage** to the **Property In Transit** subject to a limit of **£2,500** any one loss.

## Employees Personal Effects

We will also pay for **Damage** to personal effects belonging to the driver and/or attendant whilst carried in any vehicle which is conveying **Property In Transit** up to an amount not exceeding **£500** per person.

## Reloading

We will also pay for the additional costs necessarily incurred in reloading any **Property In Transit** which has fallen from the conveying vehicle subject to a limit of **£2,500** any one loss.

## Reinstatement (Tools)

For the purposes of this Clause the following definition applies.

Reinstatement is defined as:

- (a) the replacement of **Property** lost or destroyed
- (b) the repair or restoration of **Property** damaged

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

In the event of tools used by **You** in connection with the **Business** and insured by this Section being lost destroyed or damaged the basis upon which the amount payable in respect of such **Property** is to be calculated shall be the cost of **Reinstatement** subject to the Conditions set out below.

## Special Conditions:

1. No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - (a) unless the work of **Reinstatement** is commenced and carried out with reasonable despatch
  - (b) until the cost of **Reinstatement** has been incurred
  - (c) unless any other insurance covering **Your** interest in the **Property** at the time of **Damage** is upon the same basis of **Reinstatement** as this policyand if no such payment is made then both **Our** and **Your** rights and liabilities shall be those which would have applied had this Clause not been operative.
2. In the event of partial **Damage** to **Property** **Our** liability for any loss shall not exceed the cost which would have been incurred had such **Property** been totally destroyed.

## Substitution of Vehicle

We will also pay for **Damage** to **Property In Transit** arising out of the use of any vehicle substituted by **You** whilst **Your** vehicle is undergoing service or repair up to an amount not exceeding the Sum Insured applicable to the vehicle undergoing service or repair.

## Transfer

We will also pay for additional costs necessarily incurred in transferring **Property** to another vehicle and carrying to original destination, consequent upon fire or overturning or collision of the conveying vehicle subject to a limit of **£2,500** any one loss.

## Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

## Motor Vehicles

It is a condition precedent to **Our** liability that:

- (a) all motor vehicles **You** own or in **Your** custody or control shall be maintained and kept in a good state of repair and in efficient roadworthy condition
- (b) **You** comply with **Our** requests for installation of any further protections to any vehicle if specified.

## Security

It is a condition precedent to **Our** liability that in respect of **Method of Conveyance A** whenever the loaded vehicle is left unattended:

- (a) all security locks alarms and other security devices are maintained in an efficient working condition
- (b) all doors are locked ignition keys removed from the vehicle windows and other openings closed and securely fastened and all intruder alarm installations immobilisers and other security devices are made operative
- (c) if left **Overnight** the vehicles are contained in a locked building secured at all points of access or garaged within **Enclosed Premises** which are securely locked having a watchman in constant attendance.

## Third Party Carriages

It is a condition precedent to **Our** liability that:

In respect of **Method of Conveyance B** **You** shall obtain a receipt from the third party carrier for all the **Property** sent and produce it if requested by **Us** in the event of any claim.

# Section 3: Goods in Transit

*continued*

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section:

1. for **Damage** to any **Property In Transit** arising out of or attributable to:
  - (a) wear and tear, deterioration, contamination mildew damp rust corrosion insect or vermin
  - (b) inherent vice latent defect action of light or atmospheric or climatic conditions
  - (c) spillage leakage evaporation loss of weight or shrinkage
  - (d) mechanical and/or electrical derangement or breakdown
  - (e) electrical or magnetic injury disturbance or erasure of electronic records
  - (f) breakdown of refrigeration and/or insufficient insulation unless caused by or directly traceable to fire lightning or collision or overturning of the conveying vehicle
  - (g) defective or inadequate packing or insufficient addressing
  - (h) delay confiscation requisition embargo or nationalisation by order of the government or any public authority
2. in respect of:
  - (a) explosives or other dangerous goods (the term 'dangerous goods' means goods specified in the special classification of dangerous goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature)
  - (b) money and other negotiable instruments of every description securities deeds bonds bills of exchange promissory notes bullion furs and livestock
  - (c) property carried by **You** for hire or reward
  - (d) depreciation loss of market or any other **Indirect Loss**
  - (e) disappearance or unexplained or inventory shortage
  - (f) **Damage** by or with the collusion of **You** or any partner director or **Employee** of **Yours**
  - (g) **Damage** to:
    - (i) jewellery or watches
    - (ii) precious metals, precious stones or articles composed of such materials
    - (iii) wines spirits perfumes tobacco products
    - (iv) deeds documents manuscripts business books plans and designs
    - (v) computer equipmentunless specifically mentioned as insured by this Section.
  - (h) **Damage** to:
    - (i) property temporarily housed in the course of the transit for the purpose of storage making up or processing
    - (ii) property in or on soft-topped open-topped open-sided or curtain sided vehicles or trailers owned or operated by **You** or in **Your** care custody or control if caused by:
      - storm tempest or flood
      - theft or attempted theft unless the vehicle or trailer is stolen at the same time
      - malicious persons in respect of an unattended vehicle or trailer.
  - (i) **Damage** to the contents of any package not involving outward and noticeable **Damage** to the package
  - (j) the amount of the **Excess** as stated in the **Schedule**.

# Section 4: Loss of Business Money and Personal Accident (assault)

**Your Schedule will show if this Section is operative.**

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

### Injury

Injury (including multiple injuries sustained in one incident) to **You** caused solely and directly by violent, external and visible means. Injury shall not include sickness, disease or mental illness or shock.

### Insured Person

**You** or any partner director or **Employee** of **Yours** aged not less than 16 years nor more than 65 years.

### Loss of Limbs

Physical separation of one or more arms or legs or permanent and total loss of use of one or more arms or leg.

### Loss of Sight

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

### Medical Expenses

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

### Money

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

### Non-Negotiable Currency

Crossed cheques, crossed girocheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders,

national savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices all belonging to **You** or for which responsibility has been accepted by **You** subject to a limit of **£250,000** for any one loss.

### Permanent Total Disablement

Permanent disablement rendering the **Insured Person** unable to attend to their usual occupation not being disablement following **Loss of Limbs** or **Loss of Sight**.

### Situations

- (a) In transit in **You** custody or any authorised person acting on behalf of **You** or by registered post or at any of **Your** contract sites while **Your Employees** are working at such sites.
- (b) In a bank night safe.
- (c) In **The Premises** during **Business Hours**.
- (d) In a locked safe (details of which are lodged with **Us**) in an enclosed building at **The Premises** outside **Business Hours**.
- (e) At **The Premises** outside **Business Hours** not in a locked safe or locked till
- (f) In **Your** private dwelling or the private dwelling of any authorised **Employee**.

### Temporary Partial Disablement

Temporary disablement rendering the **Insured Person** unable to attend to a substantial and essential part of their usual occupation.

### Temporary Total Disablement

Temporary disablement rendering the **Insured Person** unable to attend to their usual occupation.

### The Results

1. Death which shall not be presumed by the disappearance of the **Insured Person**
2. **Loss of Limbs** and/or **Loss of Sight**
3. **Permanent Total Disablement**
4. **Temporary Total Disablement**
5. **Temporary Partial Disablement**
6. Incurred **Medical Expenses**

The following benefit limitations apply:

- (a) no further benefit shall be payable to the same **Insured Person** after payment of any benefit under results 2 or 3

# Section 4: Loss of Business Money and Personal Accident (assault) *continued*

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- (b) benefit under result 3 is not payable before 104 weeks from the date of **Injury** nor following a payment of benefit under result 2
- (c) any benefit paid under result 4 shall be deducted from any benefit thereafter becoming payable under results 1, 2 or 3
- (d) benefit under results 4 or 5 or any combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these results to occur
- (e) benefit under result 5 is payable at a rate of **25%** of the amount payable as benefit under result 4
- (f) benefit under result 6 shall be reimbursement up to a sum of **£500**.

## Cover (a) Money

We will indemnify **You** for **Damage** by any cause not excluded to **Money** and **Non-Negotiable Currency** as defined below in any of the **Situations** during the **Period of Insurance** provided that **Our** liability shall in no case exceed the maximum amounts stated in the **Schedule**.

## Clauses (applicable to Cover (a) Money only)

The following clauses apply to this Cover.

### Credit Cards

We will indemnify **You** for any amount for which **You** become liable under the terms of issue of any bank charge credit debit or cash card used only in connection with the **Business** following fraudulent use by any unauthorised person. **Our** liability shall not exceed **£500** during any one **Period of Insurance**. Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the conditions of issue of the card.

### Damage to Clothing

**Damage** to clothing and personal effects belonging to **You** or any partner director or **Employee** of **Yours** resulting from theft or attempted theft of **Money** up to an amount not exceeding **£500** any one person.

### Damage to Safes

**Damage** to:

- (a) any safe strongroom or franking machine
- (b) any container whilst being used for carrying **Money** resulting from theft or attempted theft of **Money** up to an amount not exceeding the cost of repair or Replacement.

### Theft by Employees

For the purposes of this Clause the following definitions apply.

Acting in Collusion shall mean:

All circumstances where two or more **Employees** are concerned or implicated together or assist each other materially in committing the acts of theft **We** shall not be liable for the first **£500** of each and every claim under this Clause.

**Employee** shall mean:

- (a) any person (including any of **Your** directors whose shareholding does not at any time exceed **5%** of **Your** issued share capital) working for **You** in connection with the **Business** under a contract of service or apprenticeship with **You** and who is remunerated for such service wholly or mainly by salary or wages
- (b) any person undergoing training under any government approved training scheme under **Your** control who is normally resident within the United Kingdom

One Claim shall mean:

All acts of theft throughout the continuance of this insurance committed by one **Employee** or by two or more **Employees Acting in Collusion**.

We will indemnify **You** for direct loss of **Money** belonging to **You** or for which **You** are legally responsible caused by any act of theft committed during the **Period of Insurance** by any **Employee** and which is discovered within 28 days of the loss. **Our** liability under this Clause in respect of any **One Claim** shall not exceed **£5,000**.

### Vehicle Excise Licenses (Tax Discs)

**Damage** to unused vehicle excise licenses (tax discs) for which **You** are responsible whilst kept in a locked safe at **The Premises** up to an amount not exceeding **£2,000** any one loss unless stated otherwise in the **Schedule**.

## Conditions (applicable to Cover (a) Money only)

The following conditions apply to this Cover, in addition to the General Conditions and Claims Conditions at the front of this policy.

### Minimum Security

It is a precedent to **Our** liability that if **Damage** occurs more than 30 days after the inception of the policy the following security measures or any alternatives that **We** agree to in writing are installed and activated.

# Section 4: Loss of Business Money and Personal Accident (assault) *continued*

It is **Your** responsibility to ensure that the following security measures are in place at **The Premises**.

## Doors

### Up and over doors

Sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.

### Steel roller shutters

Each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.

### Aluminium doors

Single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hookbolt mechanism.

### Outward opening doors

The hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

### Fire exit doors

Must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

### Double doors

Standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

### Doors not otherwise specified

Must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

## Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority.

Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) **You** must ensure that:

- (a) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (b) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (c) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and Bolt holes must be set back at least 60mm from the edge of the window opening
- (d) if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

Any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

## Money Records

It is a condition precedent to **Our** liability that a complete record of all **Money** and **Non-Negotiable Currency** on **The Premises** must be kept in a secure place other than in any safe or other receptacle containing the **Money** and **Non-Negotiable Currency**.

## Safes

It is a condition precedent to **Our** liability that details of the safes used for containing **Money** are lodged with **Us**.

## Safe keys

It is a condition precedent to **Our** liability that safe keys are removed from **The Premises** outside **Business Hours**.

## Transit Limits

It is a condition precedent to **Our** liability that **You** ensure that **Money** (other than **Non-Negotiable Currency**) in transit is accompanied by the following numbers of persons between the ages of 18 and 65:



# Section 4: Loss of Business Money and Personal Accident (assault) *continued*

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**Money** in transit at any one time up to **£3,000**

Accompaniment Requirement 1 person

Amount of **Money** in transit at any one time  
over **£3,000** up to **£6,000**

Accompaniment Requirement 2 persons

Amount of **Money** in transit at any one time  
over **£6,000** up to **£12,000**

Accompaniment Requirement 3 persons

Amount of **Money** in transit at any one time over **£12,000**

Accompaniment Requirement Approved security company.

## Exclusions (applicable to Cover (a) Money only)

The following exclusions apply to this Cover, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Cover for loss:

1. arising from fraud or dishonesty of any of **Your Employees** other than as insured under the Theft by Employees Clause of this Cover
2. from unattended vehicles
3. arising from the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason
4. occurring outside the United Kingdom or the Republic of Ireland
5. due to errors omissions depreciation in value loss of market loss of interest or **Indirect Loss** of any kind
6. from:
  - (a) gaming and amusement machines
  - (b) any automated teller machine or cash dispensing machineunless specifically insured by endorsement to this Cover.

## Cover (b) Personal Accident (assault)

In the event of **Injury** to any **Insured Person** whilst engaged on their occupation in the **Business** and arising from malicious attack or assault by any person stealing or attempting to steal **Money** which within twenty-four months is the sole cause of any of **The Results We** will pay the Benefits stated in the **Schedule** to **You** or **Your** legal representative.

## Claims Conditions (applicable to Cover (b) Personal Accident (assault) only)

The following Claims Conditions apply to this Cover, in addition to the Claims Conditions at the front of this policy.

## Benefit Payment

Benefit under Results 4 and 5 shall be payable when the total amount has been agreed or at **Your** request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury** by **Us**.

## Charges

**We** will not be bound to accept or be affected by notice of any trust charge or consignment relating to this Cover and **Your** receipt shall be a valid discharge of **Our** liability.

## Death

In the event of death **We** shall be entitled to have a post-mortem examination at **Our** own expense

## Disablement

In the event of disablement the **Insured Person** must immediately place himself under the care of a qualified medical practitioner and as often as may be required submit to medical examination at **Our** expense

## Evidence

All certificates information and evidence required by **Us** shall be furnished at the expense of the claimant under this Cover and shall be in such form and of such nature as **We** shall prescribe

## Exclusions (applicable to Cover (b) Personal Accident (assault) only)

The following exclusions apply to this Cover, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Cover in respect of any death or disablement attributable to or accelerated by pregnancy or pre-existing physical or mental condition.

# Section 5: Wrongful Conversion

**Your Schedule will show if this Section is operative.**

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

### Vehicle(s)

Any motor vehicle or trailer.

### Cover

**We** will indemnify **You** against any loss sustained by **You** in connection with any **Vehicle** purchased by **You** in Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **Business** in respect of which:

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

**We** will also pay costs:

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

**Our** liability in respect of any one claim shall not exceed the Limit of Liability stated in the **Schedule**.

## Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

It is a condition precedent to **Our** liability that:

- (a) **You** shall be a subscriber to HPI Ltd or Experian Ltd and all payments for **Vehicles** purchased or allowances for part exchange made by **You** shall be by cheque, credit card payment or credit against a new purchase
- (b) no such payment shall be made until HPI Ltd or Experian Ltd confirm that there is no adverse information held against the **Vehicle**.

Such confirmation from HPI Ltd or Experian Ltd need not be in writing at the time of sale but written confirmation must be provided to **Us** in connection with any claim before an indemnity shall apply under this Section.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of the first **£500** or the percentage amount stated in the **Schedule** as the Co-Insurance contribution of any claim whichever is the greater.

# Sections 6, 7 & 8: Employers', Public and Products Liability

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**Your Schedule will show if this Section is operative.**

The following definitions apply to Sections 6, 7 and 8 in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply. In so far as there is any difference in the definitions applicable to Sections 6, 7 and 8 and the General Definitions, the definitions applicable to Sections 6, 7 and 8 shall prevail.

## Definitions

### Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

### The Business

The **Business** as described in the **Schedule** shall include:

- (a) the ownership, repair, maintenance and decoration of **The Premises**
- (b) private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
- (c) the provision and management of canteen, sports, social and welfare organisations for the benefit of **Employees**
- (d) **Your** fire, security, first aid, medical and ambulance services.
- (e) **Your** participation in exhibitions

### Compensation

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

### Costs and Expenses

- (a) Claimants' legal costs for which **The Insured** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** 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.

### Craft

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

### The Insured

#### (a) You

(b) **Your** personal representatives in respect of liability incurred by **You**

(c) At **Your** request:

- (i) any director, partner or **Employee** while acting in connection with **The Business**
- (ii) any officer or member of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacities as such provided that **You** would have been entitled to indemnity under the respective Section if the claim had been made against **You**

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.

### 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.

### Principal

Any person, employer, firm, company, ministry or authority for whom **The Insured** has entered into a contract or agreement for the performance of work in connection with **The Business**.

### Products Supplied

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

### Property

Material property.

### Territorial Limits

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

# Section 6: Employers' Liability

**Your Schedule will show if this Section is operative.**

## Cover

**We** will indemnify **The Insured** against

1. legal liability to pay **Compensation**  
and

2. **Costs and Expenses**

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

**Our** liability inclusive of all **Costs and Expenses** under this Section in respect of any one claim or series of claims arising out of any one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

## Clauses

The following clauses apply to this Section.

### Certificate

If this policy or Section is cancelled any certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

### Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement shall be the subject of indemnity under this Section only if the sole conduct and control of any claim is vested in **Us** and subject to the terms, conditions and exclusions of this Section and the policy as a whole.

**We** will not indemnify any person or entity falling within the definition of **The Insured** other than **You** for any contractual liability unless such liability would have attached in the absence of any contract or agreement.

### Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions

- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

**We** will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in **The Business**.
2. (a) the payment of fines or penalties  
(b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy.
4. any proceedings resulting from any deliberate act or omission by **You**.

### Court Attendance Costs

**We** will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **The Insured** is entitled to indemnity.

The maximum **We** will pay for:

- (a) **You**, each director or partner is **£250** per day
- (b) each **Employee** is **£150** per day

### Cross Liabilities

Where **The Insured** comprises more than one party **We** will treat each party as if a separate policy has been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this clause not applied.

### Our Right of Recovery

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 the **Territorial Limits** but **You** shall repay to **Us** all sums **We** would not have been liable to pay but for the provisions of such law.

# Section 6: Employers' Liability

*continued*

## Health and Safety at Work etc. Act 1974

We will indemnify **The Insured** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of **The Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given.

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

## Indemnity to Principals

We will at **Your** request 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) We 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.

## Unsatisfied Court Judgements

In the event of a judgment for damages being obtained by any **Employee** or their personal representatives 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 within the **Territorial Limits** in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment We will at **Your** request pay to the **Employee** or their personal representatives 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 Clause the **Employee** or their personal representatives shall assign the judgement to **Us**.

## Work Overseas

The indemnity provided shall extend to apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst temporarily engaged in non-manual work outside the **Territorial Limits**.

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

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We 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 on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** 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 Act 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 platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
3. 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 chimneys shafts blast furnaces viaducts bridges flyovers dams motorways (other than whilst being transported in a **Customer's** or **Insured's** vehicle) quarries mines or collieries.

# Section 7: Public Liability

Your Schedule will show if this Section is operative.

## Cover

We will indemnify **The Insured** against

1. legal liability to pay **Compensation** and
2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Damage to Property**
- (c) accidental obstruction trespass nuisance or interference with any easement of air light water or way
- (d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

which arises in connection with **The Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

**Our** liability under this Section for all **Compensation** payable in respect of any one occurrence or series of occurrences arising out of any one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Liability stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

## Clauses

The following clauses apply to this Section.

### Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement shall be the subject of indemnity under this Section only if the sole conduct and control of any claim is vested in **Us** and subject to the terms, conditions and exclusions of this Section and the policy as a whole.

We will not indemnify any person or entity falling within the definition of **The Insured** other than **You** for any contractual liability unless such liability would have attached in the absence of any contract or agreement.

### Corporate Manslaughter and Corporate Homicide Act 2007

For the purposes of this Clause the cover also extends to include Section 8 – Products Liability but only where Section 8: Products Liability is insured by this policy.

We will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death to any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with **The Business**.
2. (a) the payment of fines or penalties  
(b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy.
4. any proceedings resulting from any deliberate act or omission by **You**.

### Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **The Insured** is entitled to indemnity.

The maximum We will pay for:

- (a) **You**, each director or partner is **£250** per day
- (b) each **Employee** is **£150** per day.

### Cross Liabilities

Where **The Insured** comprises more than one party We will treat each party as if a separate policy had been issued to each provided

# Section 7: Public Liability

*continued*

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that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

## Data Protection Act 1998

**We** will indemnify **The Insured** in respect of legal liability for **Compensation** arising from proceedings brought against **The Insured** 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 legal fees and defence costs under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£250,000**.

The indemnity provided by this Clause shall not apply to:

1. 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
2. any damage or distress caused by any act of fraud or dishonesty
3. the costs and expenses of rectifying, rewriting or erasing data
4. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
5. the payment of fines or penalties.

## Defective Premises Act 1972

**We** will indemnify **The Insured** 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 premises or land disposed of by **The Insured** and which prior to disposal were occupied by **The Insured** for the purposes of **The Business**.

Provided that this indemnity shall not apply to:

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

## Driver and Passenger Indemnity

For the purpose of this Clause the Definition of **The Business** is extended to include:

- (a) the business of the driver or user of such vehicle
- (b) the driving or use of such vehicle for social domestic and pleasure purposes.

In respect of liability arising out of any mechanically propelled vehicle or trailer attached thereto belonging to or hired by or in **Your** custody or control, whilst on **The Premises**, **We** will indemnify:

- (a) any person driving or using such vehicle with **Your** permission
- (b) any passenger whilst in, mounting into or dismounting from such vehicle

as though each such party was individually named as **You** provided that:

- (i) **We** shall not be liable if any such party is entitled to indemnity under any other policy
- (ii) **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
- (iii) each party shall be subject to the terms of this Policy in so far as they can apply
- (iv) the total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** shall not exceed the Limit of Liability stated in the **Schedule**.

## Health and Safety at Work etc. Act 1974

**We** will indemnify **The Insured** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of **The Business** during the **Period of Insurance**.

**We** will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgment given.

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

## Indemnity to Principals

**We** will at **Your** request 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) **We** 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.

# Section 7: Public Liability

*continued*

## Leased or Rented Premises

Exclusion 4 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 **We** 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.

## Member to Member Liability

**We** will indemnify any member of **The Insured's** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to **Property** sustained by fellow members of such organisations while engaged in the activities of such organisations.

## Motor Contingent Liability

Despite Exclusion 5 of this Section **We** will indemnify **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of **The Business** anywhere in the **Territorial Limits**.

Provided that this indemnity shall not apply:

- (a) in respect of **Damage** to the vehicle
- (b) whilst the vehicle is being driven:
  - (i) by **You**
  - (ii) with **Your** general consent by any person who to **Your** knowledge or that of **Your** representatives 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
- (c) to liability which is insured or would but for the existence of this Section be insured under any other insurance.

## Overseas Personal Liability

**We** will indemnify **You** and at **Your** request any director partner or **Employee** of **Yours** or any family member accompanying them while temporarily outside the **Territorial Limits** in connection with the **Business** against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

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

## Work Overseas

The indemnity provided shall extend to apply:

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

## Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

## Bona Fide Subcontractors

It is a condition precedent to **Our** liability that all subcontractors have Employers' Liability and Public Liability Insurance in respect of their liability at law for **Bodily Injury** and **Damage to Property** arising in connection with **The Business** described in this policy and that:

- (a) the Limit of Liability of the Public Liability insurance be no less than the limit given under this policy and shown on the policy **Schedule** (or amended by subsequent endorsement) in respect of any one claim or number of claims arising out of one cause
- (b) such insurances have been extended to indemnify **You** as **Principal** against all liability for such **Bodily Injury** or **Damage to Property**.

## Use of Heat and Fire Precautions

It is a condition precedent to **Our** liability that the following precautions will be complied with by **You, Your Employees**, agents, contractors or sub contractors whenever work is undertaken away from **The Insured's** premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of angle grinders.

- (a) A thorough examination of the immediate vicinity of the work including the area on the other side of any wall, door, partition, roof or other horizontal structure shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat.
- (b) Any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres



# Section 7: Public Liability

*continued*

Commercial Care Line  
0330 024 2246

from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.

- (c) There is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards.
  - (d) The ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions.
  - (e) No lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers.
  - (f) Any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside **The Premises** or at least 15 metres from the point of application of heat when not in use.
  - (g) All heating of tar bitumen asphalt or pitch shall be carried out in a suitable vessel and the vessel is to be located at ground level and in the open air.
  - (h) For one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph (a) above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall, door, partition, roof or other horizontal structure.
- (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** arising out of and in the course of such person's employment or engagement by **You** in **The Business**
  - 4. liability for **Damage to Property** belonging to **You** or in the charge or under the control of **The Insured** but this exclusion shall not apply to
    - (a) customer's vehicles whilst they are being worked upon
    - (b) personal belongings of **Your** directors partners **Employees** or visitors except where the belongings are:
      - (i) loaned leased hired or rented to you
      - (ii) stored for a fee or other consideration
      - (iii) in **Your** charge or control for the purposes of being worked upon
    - (c) 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. 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) licensed 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 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** 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.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

- 1. the cost of replacing or making good faulty defective or incorrect:
  - (a) workmanship

# Section 7: Public Liability

*continued*

6. liability arising out of **Products Supplied** other than:
  - (a) food or drink sold or supplied for consumption by **The Insured's** directors partners **Employees** or visitors
  - (b) the disposal of furniture and office equipment originally intended solely for use by **The Insured** in connection with **The Business** and which is no longer required for that purpose
7. liquidated damages fines or penalties
8. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
9. all 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) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in Section 7 of the **Schedule**
  - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
10. 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
11. 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.
12. **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.
13. the first amount of each and every claim under this Section in respect of the following **Damage** occurring elsewhere than at **The Premises**:
  - (a) **Damage to Property** other than as described in paragraphs (b) and (c) below
  - (b) **Damage to Property** arising out of the application of heat or the heating of bitumen or similar bituminous compounds
  - (c) **Damage** to underground pipes and cables shown in **Excesses A, B and C** respectively in Section 7 of the **Schedule**.
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.

# Section 8: Products Liability

Your Schedule will show if this Section is operative.

## Cover

We will indemnify **The Insured** against

1. legal liability to pay **Compensation** and
2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Damage to Property**

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products Supplied** in or from the **Territorial Limits**.

**Our** liability under this Section for all **Compensation** payable in respect of all occurrences during any one **Period of Insurance** shall not exceed the Limit of Liability stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Liability stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

## Clauses

The following clauses apply to this Section.

### Consumer Protection and Food Safety Act

We will indemnify **The Insured** against legal costs and expenses incurred with **Our** 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 **You**
- (iii) costs or expenses insured by any other policy.

### Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director partner or **Employee** is attending court as a witness in connection with a claim for which **The Insured** is entitled to indemnity.

The maximum **We** will pay for

- (a) **You**, each director or partner is **£250** per day
- (b) each **Employee** is **£150** per day

### Cross Liabilities

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

### Data Protection Act 1998

We will indemnify **The Insured** in respect of legal liability for **Compensation** arising from proceedings brought against **The Insured** 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 legal fees and defence costs under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£250,000**.

The indemnity provided by this Clause shall not apply to:

1. 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
2. any damage or distress caused by any act of fraud or dishonesty
3. the costs and expenses of rectifying rewriting or erasing data
4. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
5. the payment of fines or penalties.

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

We will indemnify **The Insured** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of **The Business** during the **Period of Insurance**.

# Section 8: Products Liability

*continued*

**We** will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgment given.

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

## Merchantable Quality

For the purposes of this Clause Financial Loss shall mean a pecuniary loss suffered by a purchaser or user of **Products Supplied** and not resulting from **Bodily Injury** or **Damage to Property**.

**We** will indemnify **You** against legal liability for damages and claimants' costs and expenses in respect of accidental **Financial Loss** sustained during the **Period of Insurance** in connection with **The Business** by the purchaser or user of any **Products Supplied** as a direct result of the defective or harmful condition of such **Products Supplied** or their failure to perform their intended function.

The maximum amount **We** shall pay in respect of all **Financial Loss** sustained during any one **Period of Insurance** is **£250,000**.

**We** will not be liable under this Clause in respect of the first **£500** or **10%** of any claim whichever is the greater.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

- 1. Damage** to or the cost of repair alteration replacement or removal of any **Products Supplied** other than:
  - (a)** vehicles sold or supplied by **You**
  - (b)** **Damage** to vehicles directly resulting from work undertaken by **You** or on **Your** behalf
- 2.** recalling or making refunds in respect of **Products Supplied**
- 3. Damage** to that part of any **Property** on which **You** or any persons acting on **Your** behalf are or have been working and which arises directly from such work
- 4.** cost of or arising from the need for carrying out against the service, maintenance, treatment, test or examination of motor vehicles
- 5.** 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
- 6.** liability for **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement by **The Insured** in **The Business**

- 7.** liability caused by or arising from **Property** in **The Insured's** charge or control
- 8. 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
- 9.** liquidated damages fines or penalties
- 10.** punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 11.** 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)** **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in Section 8 of the **Schedule**
  - (c)** this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
- 12.** 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
- 13. 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 **Us**.
- 14.** liability 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.
- 15.** 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.

# Section 9: Specified All Risks

Your Schedule will show if this Section is operative.

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

### Alarmed Premises

The Premises or those portions of The Premises protected by the Intruder Alarm System.

### Geographical Limits

#### A The Premises.

- B Anywhere in the United Kingdom (which means Great Britain and Northern Ireland) the Channel Islands and the Isle of Man.
- C European Union which means anywhere in the United Kingdom the Channel Islands the Isle of Man and any other countries of the European Union.
- D Worldwide which means anywhere in the world including the United Kingdom and European Union.

### Intruder Alarm System

The component parts including the means of communication used to transmit signals.

### Keyholder

You or any person or keyholding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to The Premises.

### Reinstatement

- (a) replacement of the property to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.
- (b) where property is damaged the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same but not better or more extensive than its condition when new.

### Responsible Person

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

## Cover

In the event of Damage by any cause (not hereinafter excluded) happening within the Geographical Limits shown in the Schedule to any Items described in the Schedule which are Your property or for which You are responsible We will pay to You the value of such Item(s) or the amount of the Damage at the time of such Damage or at Our own option reinstate such property.

Provided that Our liability in any one Period of Insurance shall in no case exceed the total Sum Insured or in respect of any Item its Sum Insured or any other stated Limit of Liability.

## Clauses

The following clauses apply to this Section.

### Average

Each item of property insured under this Section is similarly but separately subject to Average as defined in the General Definitions.

### Reinstatement

In the event of property insured by this Section being destroyed or damaged the basis upon which the amount payable under such Items is to be calculated shall be the cost of Reinstatement subject to the provisions set out below.

Provided that:

1. No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - (a) unless the work of Reinstatement is commenced and carried out with reasonable despatch
  - (b) until the costs of Reinstatement has been incurred
  - (c) unless any other insurance covering Your interest in the property at the time of Damage is upon the same basis of Reinstatement as this policyand if no such payment is made then Yours & Our rights and liabilities shall be those which would have applied had this Clause not been operative.
2. Reinstatement may be carried out at another site and in any manner suitable to You subject to Our liability not being increased as a result.
3. In the event of partial Damage to any property insured under this Clause Our liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.
4. Each Item insured under this Clause is declared to be separately subject to Average.

# Section 9: Specified All Risks

*continued*

## Reinstatement of Sum Insured

Unless written notice to the contrary be given by either **Us** or **You** the insurance by this Section shall not be reduced by the amount of any loss and **You** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the **Period of Insurance**.

## Vending Machines

In respect of any vending machine described in the **Schedule** the insurance provided by this Section extends to include the contents (other than cash) of such machine provided that:

- (a) **Damage** thereto occurs at one and the same time as **Damage** to the machine itself
- (b) **Our** liability hereunder in respect of such contents shall not exceed **£100** in respect of any one incident.

## Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claim Conditions at the front of this policy.

## Minimum Security

It is a precedent to **Our** liability that if **Damage** occurs more than 30 days after the inception of the policy the following security measures or any alternatives that we agree to in writing are installed and activated:

### Your responsibility

It is **Your** responsibility to ensure that the following security measures are in place on all outside doors and inside doors at **The Premises**.

## Doors

### Up and over doors

Sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.

### Steel roller shutters

Each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.

### Aluminium doors

Single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hookbolt mechanism.

## Outward opening doors

The hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

## Fire exit doors

Must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

## Double doors

Standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

## Doors not otherwise specified

Must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

## Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority.

Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) You must ensure that:

- (a) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (b) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (c) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and Bolt holes must be set back at least 60mm from the edge of the window opening

# Section 9: Specified All Risks

*continued*

(d) if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

1. **Damage** to the property insured caused by or consisting of:
  - (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - (b) faulty or defective workmanship operational error or omission on **Your** part or any of **Your Employees**
  - (c) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control  
but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.
2. **Damage** caused by or consisting of:
  - (a) corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness marring scratching vermin or insects
  - (b) change in temperature colour flavour texture or finish action of light
  - (c) theft or attempted theft:
    - (i) from an unattended vehicle between the hours of 6 am and 9 pm unless:
      - all doors windows and other openings are left closed securely locked and properly fastened and
      - entry or access to the vehicle has been effected by forcible and violent means
    - (ii) other than from **The Premises** between the hours of 9 pm and 6 am unless the property insured is in **Your** personal custody or any partner, director or **Employee** of **Yours** or in a securely locked or occupied building.
3. **Damage** caused by or consisting of:
  - (a) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (b) mechanical or electrical breakdown or derangement in respect of the particular machines, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude:
    - (i) such **Damage** not otherwise excluded which itself results from any of **The Perils** number 1-12 within Section 1 of this policy or from any other accidental **Damage**
    - (ii) subsequent **Damage** which itself results from a cause not otherwise excluded.
4. **Damage** caused by or consisting of:
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - (b) normal settlement or bedding down of new structures
  - (c) acts of fraud or dishonesty
  - (d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - (e) electrical or magnetic injury, disturbance or erasure of electrical records other than by lightning.
5. **Damage** in respect of moveable property in the open or in open-sided buildings, fences and gates caused by wind rain hail sleet snow flood or dust.
6. **Damage** to the property insured:
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair.
7. **Damage**:
  - (a) caused by freezing
  - (b) caused by theft or attempted theft in respect of any building which is left **Vacant or Unoccupied**.
8. **Damage** occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority.
9. loss of market loss of use monetary devaluation or any other **Indirect Loss**.
10. **Damage** to any part of any electrical plant or apparatus directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but **Damage** to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom is not excluded.
11. the amount of the **Excess** as stated in the **Schedule**.

# Section 10: Refrigerated Stock

**Your Schedule will show if this Section is operative.**

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

### Appliance

Any frozen food cabinet deep freezer cold room cold store refrigerator or chilled unit on **The Premises**.

### Stock

Stock on **The Premises** owned by **You** or for which **You** are responsible.

### Cover

Refrigerated **Stock** is covered against **Damage** at **The Premises** as a result of deterioration or putrefaction caused by:

1. a rise or fall in temperature as a result of:
  - (a) breakdown of or **Damage** to the **Appliance**
  - (b) non-operation of any thermostatic or automatic controlling devices pertaining to the **Appliance**
  - (c) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
2. action of refrigerant fumes escaping from the **Appliance**.

**Our** liability during any one **Period of Insurance** in respect of each Item specified shall not exceed the Sum Insured stated in the **Schedule**.

## Clauses

The following Clauses apply to this Section.

### Automatic Reinstatement of Loss

In the event of a loss the Sums Insured in the policy **Schedule** will be automatically reinstated by the amount of the loss provided that **You** pay the appropriate additional premium for such reinstatement of Sums Insured.

### Average

Each item of property insured under this Section is similarly but separately subject to **Average** as defined in the General Definitions.

## Index Linking

The Sum Insured in respect of **Stock** is subject to **Index Linking**.

## Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

### Age of Appliance

It is a condition precedent to **Our** liability that if an **Appliance** is more than 5 years old at the start of the **Period of Insurance** and there is no service or maintenance agreement in place by the supplier or manufacturer it must be maintained regularly by a suitably qualified electrical engineer.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **Damage** caused by any wilful act or wilful neglect by **You** or any director partner or **Employee** of **Yours**.
2. the amount of the **Excess** as stated in the **Schedule**.



# Section 11: Road Risks

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**Your Schedule will show if this Section is operative.**

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Definitions

The following definitions apply to this Section. Also refer to the General Definitions at the front of this policy.

### Business Premises

That part of the buildings and land at the **Business** address(es) shown in the **Schedule** and used or occupied by **You** or any partner, fellow Director, **Employee** or named driver for:

- (a) maintaining, including cleaning or valeting;
  - (b) repairing/servicing;
  - (c) selling;
  - (d) displaying;
  - (e) keeping;
- any motor vehicle.

Keeping is defined as leaving any **Insured Vehicle** on land used by **You** or any partner, fellow Director, **Employee** or named driver on a regular basis for the parking or storing of any motor vehicle.

### Excess

The amount **You** must pay following loss of or **Damage** to any one **Insured Vehicle**. Any event leading to a claim for loss of or **Damage** to 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**. The actual amount is shown on the **Schedule**. This amount shall apply in addition to any additional driver **Excess** or endorsed **Excess**.

### Excess – Young Driver

- (a) If the driver or person in charge of the vehicle is under 21 years old an additional **£350 Excess** will apply
- (b) If the driver or person in charge of the vehicle is aged 21 to 24 years old an additional **£250 Excess** will apply.

### Excess – Inexperienced Driver

If the driver or person in charge of the vehicle holds a provisional licence or has held a full UK driving licence for less than 2 years an additional **£350 Excess** will apply

### Excess – Endorsed

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

### Insured Vehicle

Any motor vehicle or mechanically propelled vehicle which is

- (a) owned by **You**
- (b) held in trust by **You** or in **Your** custody or control for the purpose of the motor trade **Business** as shown on the **Schedule**
- (c) a vehicle leased to **You** on a lease agreement.

An **Insured Vehicle** also includes any mechanically disabled motor vehicle and/or vehicle carrying trailer attached for the purpose of being towed by or being transported on an **Insured Vehicle**.

An **Insured Vehicle** does not include:

- (a) any vehicle used for hire or reward (using the vehicle only for breakdown purposes or under a trade plate to transport goods for demonstration purposes in line with the regulations that apply to trade licences is not classed as hire or reward)
- (b) any vehicle transporter or vehicle transporter and trailer that is capable of carrying more than 2 vehicles at any one time
- (c) any vehicle being carried on a vehicle transporter or vehicle transporter and trailer that is capable of carrying more than 2 vehicles at any one time
- (d) any motor vehicle privately owned by an **Employee** or relative of **Yours** or hired to them under a hire purchase agreement unless the vehicle is in **Your** custody or control for sale repair testing servicing maintaining alteration cleaning or inspection purposes.
- (e) a vehicle that has been seized by any government or public authority unless at the time of seizure the vehicle was:
  - (i) owned by **You**
  - (ii) held in trust by **You** or was in **Your** custody or control for the purpose of the **Business**.
- (f) any steam driven vehicle or agricultural vehicle or machine.

### Key

Any key, key card or remote opening transmitter for an **Insured Vehicle**.

### Market Value

The cost to replace the 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

# Section 11: Road Risks

*continued*

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.

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and during sea transit between ports in these areas.

## Terrorism

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

## Peril 1. Damage to an Insured Vehicle

### Cover

**We** will indemnify **You** in respect of **Damage** to an **Insured Vehicle** occurring in the **Territorial Limits** and during any **Period of Insurance** but excluding any loss or **Damage** arising while any **Insured Vehicle** is at, in or on the **Business Premises** apart from the cover **We** must provide under the Road Traffic Acts or any laws which apply to motor insurance.

### Accidental Damage

**We** will pay for loss of or **Damage**, other than by fire, theft or attempted theft, to the **Insured Vehicle** and its accessories and spare parts in or on the **Insured Vehicle**.

### Fire and Theft

**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 or attempted theft.

## Clauses

The following Clauses apply to Peril 1 of this Section.

### Contract Price

If an **Insured Vehicle** is:

- (a) sold by **You**;
- (b) remains undelivered;
- (c) is still in **Your** custody or control; and

suffers **Damage** insured by this Section, and as a consequence the contract of sale is cancelled **We** will indemnify **You** up to the contract price of the **Insured Vehicle** subject to this not exceeding the Maximum Vehicle Indemnity Limit for Section 11 shown in the **Schedule**.

### Courtesy Cars – Loaned or Hired to Customers

**We** will provide indemnity for the use of an **Insured Vehicle** by **Your** customer, or any person with **Your** knowledge who is driving with the customer's permission, when such vehicle has been hired or loaned to **Your** customer, provided that:

- (a) the customer's vehicle is in **Your** custody or control for the purpose of service, maintenance, upkeep or repair;
- (b) indemnity is not provided to **You** or **Your** customer by another policy;
- (c) the customer or person driving the **Insured Vehicle** holds a full United Kingdom driving licence or holds a licence issued outside of the United Kingdom but which is valid in the United Kingdom;
- (d) the customer or person driving the **Insured Vehicle** observes and is subject to the terms of the policy as though they were **The Insured**;
- (e) the insured shall bear the first **£500** of any claim for **Damage** to an **Insured Vehicle** or the **Excess** shown on the **Schedule** whichever is greater

### Damage to Windscreens

A claim under this Section solely for a repair to, or replacement of glass in the windscreen, side or rear window of an **Insured Vehicle** shall not be deemed a claim for the purpose of No Claims Discount.

Where the claim is for replacement glass the **Excess** will be shown in the **Schedule**. If a windscreen replacement service is used which is not approved by **Us**, the **Excess** will be doubled. Where the claim is for repair to glass only, no **Excess** shall apply.

To access this service ring 0330 024 2244.

The maximum **We** will pay is an amount up to the market value of the **Insured Vehicle** less the **Excess**.

### Demonstration

This policy shall apply while the **Insured Vehicle** is being driven for the purpose of demonstration for sale with **Your** permission by any person provided that such person:

- (a) holds a full United Kingdom driving licence or holds a licence issued outside of the United Kingdom but which is valid in the United Kingdom;

# Section 11: Road Risks

*continued*

- (b) provides **You** that licence to copy and retain;
- (c) is not a family member of **Yours** or of any of the named drivers;
- (d) is not in **Your** employment;
- (e) does not reside at the same address as any declared driver on the Certificate of Motor Insurance;
- (f) observes, fulfils and is subject to the terms and conditions of this Insurance policy
- (g) is accompanied at all times by **You** or a person named on the Certificate of Motor Insurance.

## Discount to Effect Sale

If a new **Insured Vehicle** held for sale by **You** suffers **Damage** that requires:

- (a) notification of such **Damage** to the prospective purchaser, and
- (b) a discount to effect the sale of the **Insured Vehicle**

**We** will indemnify **You** for the amount of discount required up to a maximum of **£5000** per **Insured Vehicle**.

## Lock Replacement (Motor Vehicles)

**We** will indemnify **You** for the cost of replacing locks or lock mechanisms and any **Key** necessary to maintain the security of an **Insured Vehicle** following theft of such **Keys** by forcible and violent means for an amount not exceeding **£50,000** in any one **Period of Insurance**.

## New Vehicle Replacement

For any **Insured Vehicle** up to 3.5 tonnes in weight, covered for **Damage** under this section, **We** will pay for the cost of replacing the **Insured Vehicle** with a new vehicle of the same make, model and specification if within 1 year of first registration the **Insured Vehicle** is:

- (a) stolen and not recovered within 28 days of the loss being reported to **Us**;
- (b) damaged to an extent where the cost of repairs will exceed **60%** of its list price.

This cover is provided subject to:

- (a) the **Insured Vehicle** being owned and registered to **You**;
- (b) the **Insured Vehicle** being owned and registered to **Your** customer and in **Your** custody or control for motor trade purposes at the time of loss or damage;
- (c) **Your** request;
- (d) such a replacement vehicle being available; and
- (e) consent of any other interested parties.

## Vehicles with Sub-Contractors

Providing there is no other insurance that will cover the loss **We** will indemnify **You** in respect of **Damage** to an **Insured Vehicle** while such vehicle is temporarily in the custody or control of **Your** sub-contractor for the purpose of work being carried out. There is no cover for **Damage** while the **Insured Vehicle** is at, in or on any business premises of **Your** sub-contractor.

## Basis of Settlement Clause

**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 vehicle (including spare parts or accessories) or the Maximum Vehicle Indemnity Limit for Section 11, shown in the **Schedule**, whichever is less.

**We** will not pay more than the Maximum Vehicle Indemnity Limit for Section 11, shown in the **Schedule**, for **Damage** to any one vehicle.

If a part or accessory cannot be repaired or replaced, **We** will only pay **You** the amount shown in the manufacturers' 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**.

If to **Our** knowledge the vehicle belongs to someone else or is part of a hire purchase or leasing agreement, any payment for loss of or **Damage** to the 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.

## Exclusions

The following exclusions apply to Peril 1 of this Section.

**We** shall not be liable under this Section for:

1. any vehicle at in or on the **Business Premises**.
2. depreciation of the **Insured Vehicle**.
3. any decrease in the value of the **Insured Vehicle** following repair.

# Section 11: Road Risks

*continued*

4. any cost or part of any cost of repair which improves the **Insured Vehicle** beyond its condition before the **Damage**.
5. wear and tear of the **Insured Vehicle**.
6. mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
7. **Damage** to tyres caused by braking, punctures, cuts or bursts.
8. 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**. If the **Insured Vehicle** is damaged while being driven by or is in the custody or control of a young or inexperienced person, **You** will have to pay in addition the **Excess – Young Driver** or the **Excess – Inexperienced Driver**.
9. any claim under this Section of the policy resulting from theft or attempted 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.
10. any **Damage** caused by overloading or improperly loading the **Insured Vehicle** in a way that the **Insured Vehicle** was not designed for.
11. **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.
12. **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.
13. **Damage** to the **Insured Vehicle** arising from the malicious act of any **Employee** or partner or member of **Your** family.
14. any **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.
15. loss of use of the **Insured Vehicle**.
16. **Damage** caused by an inappropriate type or grade of fuel being used.
17. **Damage** to sunroofs of any **Insured Vehicle**.

## Peril 2: Liability to Third Parties

### Cover

**We** will indemnify **You** in respect of all sums **You** are legally liable to pay arising from:

- (a) death of or bodily injury to any person;
- (b) **Damage** to property including any **Indirect Loss** up to **£5,000,000**.

The above limits apply in respect of any one claim or a number of claims arising from one incident caused by or arising out of the use of the **Insured Vehicle** or a trailer attached to the **Insured Vehicle** but exclude any loss or liability arising while any **Insured Vehicle** is at, in or on the **Business Premises** apart from the cover **We** must provide under the Road Traffic Acts or any laws which apply to motor insurance.

### Clauses

The following Clauses apply to Peril 2 of this Section.

#### Contingent Liability (Motor Contingent Liability in the PL section)

**We** will indemnify **You** against sums **You** are legally liable to pay arising out of the use of or driving of:

- (a) any motor vehicle belonging to an **Employee** and being used or driven by an **Employee** in connection with the **Business**;
- (b) an **Insured Vehicle** while being used or driven by Your sub-contractor in connection with the **Business**;
- (c) an **Insured Vehicle** loaned or hired to **Your** customer while being used or driven by **Your** customer while their vehicle is in **Your** custody or control for the purpose of the **Business**.

**We** will not provide indemnity for **Damage** to the motor vehicle being driven or where indemnity is provided under another policy.

#### Court Attendance costs

**We** will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **The Insured** is entitled to indemnity.

The maximum **We** will pay for

- (a) **You**, each director or partner is **£250** per day
- (b) each **Employee** is **£150** per day.

#### Cross Liabilities

Where **The Insured** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided

# Section 11: Road Risks

*continued*

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that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

## Driving Other Vehicles

**We** will indemnify **You** and any director or partner of **Yours**, while driving for social domestic and pleasure purposes a motor vehicle not belonging to or hired under a hire purchase agreement to **You** or any director or partner, provided that said vehicle is being driven with the owners permission, within the Limitations as to Use section of the Certificate of Motor Insurance and that indemnity is not provided under any other policy.

## Emergency Treatment Fees

In respect of any event where indemnity is provided under this section **We** will pay for emergency treatment fees as required by the Road Traffic Acts.

## Indemnity for Movement of Obstructing Vehicles

**We** will indemnify **You** against sums **You** are legally liable to pay arising out of the movement of an obstructing vehicle. The obstructing vehicle must be moved by either **You**, or any director partner or **Employee** only, for the purpose of:

- (a) parking;
- (b) loading or unloading;
- (c) allowing free movement of an **Insured Vehicle**.

## Indemnity to Other Persons

On the same basis and limits that **We** insure **You** under this Section **We** will also insure the following persons:

- (a) any person allowed by the Certificate Of Motor Insurance to drive the **Insured Vehicle**;
- (b) any person who is using, but not driving the **Insured Vehicle** with **Your** permission provided such use is permitted by the Certificate of Motor Insurance;
- (c) any person at **Your** request who is travelling in or getting into or out of the **Insured Vehicle**.

## Legal Costs

In connection with any liability which is insured by this Section, **We** will pay:

- (a) the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry;

- (b) the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving;

- (c) other costs and expenses incurred with **Our** written consent.

## Legal Personal Representatives

In the event of death of any person insured by this Section, **We** will insure the legal personal representatives of the deceased person against any liability covered by this Section.

## Loss of Use of Customers' Vehicles

**We** will indemnify **You** in respect of **Your** legal liability for loss of use of a customers' vehicle following **Damage** to such vehicle whilst in **Your** custody or control and which is insured under Peril 1 of this Section.

**You** must have **Our** written consent and repair or replace the customers vehicle as soon as is reasonably practical.

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

## Unauthorised Use

**We** will indemnify **You** while an **Insured Vehicle**, other than with **Your** knowledge or consent, is driven or used by an unauthorised driver, or otherwise than in accordance with the Certificate of Motor Insurance.

## Exclusions

The following exclusions apply to Peril 2 of this Section.

1. The insurance provided under this Peril will not apply:
  - (a) to the driver unless that person holds a licence to drive the **Insured Vehicle**, or has held, and is not disqualified from holding or obtaining, such a licence;
  - (b) to any person who is not driving the **Insured Vehicle**, if to the knowledge of that person, the driver does not hold a licence to drive the **Insured Vehicle** unless the driver has held and is not disqualified from holding or obtaining such a licence;
  - (c) to death, bodily injury or **Damage** arising off the road as a result of the loading or unloading of the **Insured Vehicle** by anyone;
  - (d) to any person where the liability is insured under another policy;
  - (e) to death of or bodily injury to any person arising out of, or in the course of, the employment of such person by any person **We** insure under this Section, except as required by the Road Traffic Acts;

# Section 11: Road Risks

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- (f) to death injury or **Damage** arising directly or indirectly from work on the **Insured Vehicle** by **You** or any person in **Your** service or acting on **Your** behalf, except as required by the Road Traffic Acts.
2. **We** shall not be liable for **Damage** to:
- (a) property belonging to, or in the custody or control of, any person insured under this Section;
  - (b) any vehicle, which is insured under this Section; or
  - (c) any trailer attached to the **Insured Vehicle** or attached to any vehicle covered by this policy, which **Your** Certificate Of Motor Insurance permits **You** to drive, or any property carried in or on such trailer.
3. **We** shall not be liable for any liability, loss or **Damage** arising directly or indirectly from any vehicle in or on the **Business Premises** apart from the cover **We** must provide under the Road Traffic Acts or any laws, which apply to Motor Insurance.
4. **We** shall not be liable for any claim for loss of use of any vehicle not belonging to a customer.
5. **We** shall not be liable for any liability, loss or **Damage** directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss arising from an act of **Terrorism**.
6. **We** shall not be liable for any 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 other than is necessary to meet the requirements of the Road Traffic Acts. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place.

## Foreign Use

### Compulsory insurance cover outside the Territorial Limits

**Your** policy provides the minimum cover **You** need by law to use the **Insured Vehicle** in:

- (a) any country which is a member of the European Union;
- (b) any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no. 72/166 CEE).

### Full Policy cover outside the Territorial Limits

If **We** agree beforehand and **You** pay any extra premium **We** need, **We** will extend this Insurance, for a specified vehicle, which is owned and registered to **You**, to provide the cover shown in the **Schedule** while being temporarily used in other countries that are not included within the **Territorial Limits**. We will only agree to extend cover to countries which are covered by points (a) and (b). **We** will also insure **You** while the specified vehicle is in transit (including loading and unloading) between any countries to which this policy applies, but any sea transit must be by a scheduled sea route. **We** will also pay the foreign customs duty that **You** must pay as a result of loss or **Damage** to the **Insured Vehicle** which is preventing its return to the UK.

**We** will not provide cover if the vehicle is:

- (a) being used by any person not included as a user in Paragraph Seven of the International Motor Insurance Certificate (Green Card);
- (b) being used for any purpose other than Social Domestic and Pleasure use.

### Other charges

**We** will insure **You** against general average contribution, salvage and sue and labour charges arising from the transportation of the **Insured Vehicle** between any countries to which this insurance applies.

### No Claims Discount

If a claim is made under **Your** policy, **We** will reduce **Your** No Claims Discount in line with **Our** scale. If two or more claims are made in any one **Period of Insurance**, **You** will lose all of **Your** No Claims Discount. If no claims are made under **Your** policy, **We** will increase **Your** No Claims Discount when **You** renew **Your** policy in line with the scale **We** apply at that time. The No Claims Discount is not transferable to any other person.

### Conditions

The following conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

### Full Access

**We** shall have full access to inspect an **Insured Vehicle** at any time.

### Motor Insurance Database

It is a condition of the policy that **You** supply such details of the vehicles whose use is covered by the policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry to the Motor Insurance Database. Failure to declare vehicles

# Section 11: Road Risks

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owned by **You**, will prejudice **Your** claim. **We** may at **Our** option reduce cover to Third Party Only, which means **Damage to Your** vehicle will not be covered.

Information relating to **Your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- (a) Electronic Licensing;
- (b) Continuous Insurance Enforcement;
- (c) Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- (d) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **You** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **Your** correct registration number. If it is incorrectly shown on the MID **You** are at risk of having **Your** vehicle seized by the Police. **You** can check that **Your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## Right of Recovery

If the law of any country in which **Your** policy operates requires **Us** to settle a claim which **We** would not otherwise have paid, **We** have the right to recover this amount from **You** or from the person who incurred the liability.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

1. any accident, injury, loss, **Damage** or liability while the **Insured Vehicle** is:
    - (a) used to **Your** knowledge for any purpose not permitted by the Certificate Of Motor Insurance;
    - (b) driven by or is in the charge of any person who to **Your** knowledge is not named on the Certificate Of Motor Insurance;
  - (c) driven by **You** unless **You** hold a licence to drive such vehicle or have held and are not disqualified from holding or obtaining such a licence;
  - (d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a vehicle, unless such person has held, and is not disqualified from holding or obtaining, such a licence;
  - (e) used for racing, pace making, speed testing, rallying, reliability trials, competition or whilst driven on a motor sport circuit or arising at any part of any premises where such events are taking place;
  - (f) driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
  - (g) driven with a load or number of passengers which is unsafe;
  - (h) carrying an insecure load;
  - (i) towing a trailer which is unsafe or has an insecure load;
  - (j) towing more trailers than the law allows;
  - (k) let out on hire other than in circumstances where the loan or hire meets the Courtesy Cars Clause.
2. any loss, **Damage**, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from:
    - (a) hazardous, dangerous or explosive goods or substances;
    - (b) explosion sparks or ashes from **Your** vehicle or from any trailer or machinery attached to or detached from it
  3. any loss, **Damage** injury or liability while the **Insured Vehicle** is in or on any part of an aerodrome airport or airfield used:
    - (a) for the take-off or landing of aircraft or for the movement of aircraft on the surface;
    - (b) as aircraft parking aprons including the associated service roads and ground equipment parking areas.
  4. any loss to **You**, arising directly or indirectly as a consequence of any accident, **Damage** or injury, unless specifically covered by this Section.
  5. any liability **You** accept by agreement or contract unless liability would have applied in the absence of any such agreement.
  6. any loss, **Damage**, accident or liability caused by:
    - (a) earthquake;
    - (b) riot or civil commotion happening elsewhere than in Great Britain the Channel Islands or the Isle of Man.

# Section 12: Commercial Legal Expenses

## Welcome to DAS

The insurance provided under this Section is administered and underwritten by DAS Legal Expenses Insurance Company Limited ('DAS'). The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

For the purposes of this Section only this insurance is a contract between **You** and **DAS**.

To make sure that **You** get the most from **Your DAS** cover, please take time to read this Section which explains the contract between **You** and **Us**. Please take extra care in following the procedures throughout the policy and in particular those applying to the Employment Compensation Awards cover.

## After an accident

If an **Insured Person** is involved in an accident, write down as many details as possible, including the names and addresses of anyone who may have seen the accident. If **You** want to make a claim under this section, let **Us** have this information as soon as **You** can, either by giving it to **Your** insurance adviser or by sending it to **Us** at the address below.

If **You** are not sure what to do after an accident, **You** can call **Our** Commercial Legal Advice.

## If an insured vehicle cannot be driven

If an **Insured Vehicle** cannot be driven after an accident, **Our** Drivers' Assistance Service can arrange for a garage to tow it to a place **You** choose. **You** will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not the **Insured Person's** fault, **We** can usually recover the towing costs as part of **Your** claim for **Uninsured Losses** under this Section.

## Helping You with Your Legal Problems

If **You** wish to speak to **Our** legal teams about a legal problem, please phone **Us** on **0330 024 2364**. **We** will ask **You** about **Your** legal issue and if necessary call back to give legal advice.

## Making a Claim

**We** normally deal with motor claims through **Our** motor claims centre but sometimes **We** use appointed solicitors. Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

For claims where the driver at fault cannot be traced or does not have valid motor insurance, **We** will notify the Motor Insurers' Bureau which may be able to help.

Please send **Your** claim for Uninsured Loss Recovery and Personal Injury to:

**DAS Law Limited, DAS Parc, Unit 4, Greenway, Bedwas House Industrial Estate, Bedwas, Caerphilly, CF83 8DW.**

Send all other claims to:

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

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section, phone **Us** on **0330 024 2364** and **We** will give **You** a reference number. At this point **We** will not be able to tell **You** whether the claim is covered or not but **We** will pass the information **You** have given **Us** to **Our** claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **Your** own use. Contact **DAS** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **Your** email address, quoting **Your** policy number and they will contact **You** by email to inform **You** of future updates to the information.

## DAS Business Law

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **Our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your Business** one step ahead. To access DASbusinesslaw, **You** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using **Your DAS** policy number as below.

When registering, please enter the following code which will provide **You** with access to a range of free documents: **DAS472301**.

If **You** experience any problems accessing the service, please email details of **Your** problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with **Your** policy number in the subject box.



# Section 12: Commercial Legal Expenses

*continued*

## Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Appointed Representative

The **Preferred Law Firm**, law firm, **Tax Consultancy**, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

### Costs and Expenses

- (a) All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**
- (b) The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

### Countries Covered

- (a) For insured incidents Legal Defence (excluding 5. Statutory Notice Appeals and 7. Disciplinary Hearings), and Personal Injury:  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey
- (b) For all other insured incidents:  
The United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- (a) For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)

- (b) For criminal cases, the date the **Insured Person** began, or is alleged to have begun to break the law
- (c) For insured incident Statutory Licence Appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration
- (d) For insured incident Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry. For **VAT Dispute** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance** following the issue of an assessment, written decision or notice of a civil penalty
- (e) For insured incident Legal Defence 5. Statutory Notice Appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.
- (f) For insured incident Legal Defence 7. Disciplinary Hearings, the date the **Insured Person** first became aware of the formal investigation or disciplinary hearing against them.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Insured Person

**You** and the directors, partners, managers, **Employees** and any other individuals declared to **Us** by **You**.

### Insured Vehicle

Any vehicle as shown in the policy schedule and which is owned by, or hired or leased to **You**. It also includes any caravan or trailer attached to this vehicle by normal means for towing.

### Period of Insurance

The period for which **We** have agreed to cover the **Insured Person**.

### Preferred Law Firm or Tax Consultancy

A law firm, barristers' chambers or tax expert **We** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

# Section 12: Commercial Legal Expenses

*continued*

## Reasonable Prospects

- (a) For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** or **Tax Consultancy** on **Our** behalf, will assess whether there are reasonable prospects
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

## Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (a) includes a request to examine any aspect of **Your** books and records; or
- (b) advises of a check of **Your** whole tax return.

## Uninsured Losses

Losses which an **Insured Person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy.

## VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

## We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

## Our Agreement

**We** agree to provide the insurance described in this Section for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with the **Business** shown in the **Schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section provided that:

- (a) **Reasonable Prospects** exist for the duration of the claim
- (b) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**, or

- (c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
- (i) the previous legal expenses insurance policy required **You** to report claims during its currency
  - (ii) **You** could not have notified a claim previously as **You** could not have reasonably been aware of the insured incident
  - (iii) cover has been continuously maintained in force
  - (iv) **We** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - (v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous policy
- (d) any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**, and
- (e) the insured incident happens within the **Countries Covered**.

## What We will pay

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

1. the most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the Limit of Liability in the policy **Schedule**.
2. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or **Tax Consultancy**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
4. for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this Section **We** must agree that **Reasonable Prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award, and
6. in respect of insured incident Legal Defence 6. Jury Service and Court Attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or tribunal pays.

# Section 12: Commercial Legal Expenses

*continued*

## What We will not pay

1. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm** or **Tax Consultancy**, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.
2. The total of the compensation awards payable by **Us** under insured incident Employment Disputes and Compensation Awards 2. Compensation Awards shall not exceed £1,000,000 in any one **Period of Insurance**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

## Insured Incidents

### Employment Disputes and Compensation Awards

#### 1. Employment Disputes

**We** will pay **Costs and Expenses** to defend **Your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an **Employee**; or
  - (ii) where an **Employee** or ex-**Employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
  - (i) a contract of employment with **You**; or
  - (ii) an alleged breach of the statutory rights of an **Employee**, ex-**Employee** or prospective **Employee** under employment legislation.

**We** will not pay for any claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section:
  - (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this Section;

- (b) any dispute with an **Employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section if the **Date of Occurrence** was within the first 180 days of the commencement of this Section;
- (c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this Section.

2. damages for personal injury or loss of or damage to property.

#### 2. Compensation Awards

**We** will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **Your** statutory duties under employment legislation

in respect of a claim **We** have accepted under insured incident Employment Disputes and Compensation Awards.

Provided that:

- (a) in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **Our** legal advice service.
- (b) for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** Claims Department before starting any redundancy process or procedure with **Your Employees**
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note the total of the compensation awards payable by **Us** under Employment Disputes and Compensation Awards 2. Compensation Awards shall not exceed £1,000,000 in any one **Period of Insurance**.

# Section 12: Commercial Legal Expenses

*continued*

**We** will not pay for:

1. Any compensation award relating to the following:
  - (a) trade union activities, trade union membership or non-membership;
  - (b) pregnancy or maternity rights, paternity, parental or adoption rights;
  - (c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - (d) statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
3. Any award ordered because **You** have failed to provide relevant records to **Employees** under National Minimum Wage legislation.
4. A compensation award or increase in a compensation Award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

### 3. Employee Civil Legal Defence

**Costs and Expenses** to defend the **Insured Person's** (other than **You**) legal rights if an event arising from their work as an **Employee** leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **Your Employees**.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

### 4. Service Occupancy

**Costs and Expenses** to pursue a dispute with an **Employee** or ex-**Employee** to recover possession of premises owned by, or for which **You** are responsible.

**We** will not pay for any claim relating to defending **Your** legal rights other than defending a counter-claim.

## Legal Defence

**Costs and Expenses** to defend the **Insured Person's** legal rights:

### 1. Criminal Pre-Proceedings Cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that

the **Insured Person** has or may have committed a criminal offence.

**We** will not pay for any claim relating to:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
2. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2. Criminal Prosecution Defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

**We** will not pay for a claim relating to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that, for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**.

### 3. Data Protection

If civil action is taken against the **Insured Person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- (a) An individual. **We** will also pay any compensation award in respect of such a claim.
- (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **We** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of **3(a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **Us**.

Please note that **We** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Exclusions, 3.

# Section 12: Commercial Legal Expenses

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*continued*

**We** will not pay for any claim relating the following:

1. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
2. a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

#### 4. Wrongful Arrest

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

#### 5. Statutory Notice Appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**.

**We** will not pay for:

1. an appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration
2. a Statutory Notice issued by an **Insured Person's** regulatory or governing body.

#### 6. Jury Service and Court Attendance

An **Insured Person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

#### 7. Disciplinary Hearings

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority.

Provided that, for each of the above sections of **Legal Defence** cover **You** request **Us** to provide cover for the **Insured Person**.

#### Statutory Licence Appeal

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.

**We** will not pay for any claim relating to:

1. assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

#### Contract Disputes

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT) **You** must pay the first £500 of any claim. If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover of **Your** claim could be withdrawn.
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
3. if the dispute relates to money owed to **You**, a claim under this Section is made within 90 days of the money becoming due and payable.

**We** will not pay for a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section, a dispute arising from an agreement entered into prior to the start of cover if the **Date of Occurrence** is within the first 90 days of the cover provided by this Section
2. (a) the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim)  
(b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters  
(c) a loan, mortgage, pension, guarantee or any other financial product and choses in action  
(d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles

# Section 12: Commercial Legal Expenses

*continued*

3. a dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with **You**. (Please refer to insured incident Employment Disputes and Compensation Awards.)
  4. a dispute which arises out of the:
    - (a) sale or provision of computer hardware, software, systems or services; or
    - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification
  5. a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**
  6. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.
2. (a) the settlement payable under an insurance policy
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - (d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles
  3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
  4. the recovery of money and interest due from another party where the other party indicates that a defence exists
  5. any dispute which arises from debts **You** have purchased from a third party.

## Tenancy Disputes

**We** will represent **You** in any legal proceedings for civil action relating to a tenancy dispute between **You** and **Your** landlord arising from premises leased or rented to **You**.

**We** will not pay for any claim relating to:

1. any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

## Debt Recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £500 (incl VAT)
- (b) a claim is made within 90 days of the money becoming due and payable
- (c) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

**We** will not pay for a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section, any debt arising from an agreement entered into prior to the start of the cover if the debt is due within the first 90 days of the cover provided by the Section

## Property Protection

A civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

- (a) any event which causes physical damage to such material property; or
- (b) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (c) a trespass.

Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.

**We** will not pay for a claim relating to the following:

1. a contract **You** have entered into (please refer to insured incident Contract Disputes)
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**
4. mining subsidence
5. defending **Your** legal rights but **We** will cover defending a counter-claim
6. a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against **You**.

# Section 12: Commercial Legal Expenses

*continued*

## Personal Injury

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

**We** will not pay for a claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.
5. in connection with an **Insured Vehicle**. (Please refer to insured incident Uninsured Loss Recovery and Personal Injury.).

## Tax Protection

**Costs and Expenses** for an **Appointed Representative** following:

- (a) A **Tax Enquiry**
- (b) An **Employer Compliance Dispute**
- (c) A **VAT Dispute**

Provided that:

**You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**.

**We** will not pay for a claim relating to the following:

1. a tax avoidance scheme.
2. any failure to register for Value Added Tax or Pay As You Earn.
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Uninsured Loss Recovery and Personal Injury

**Costs and Expenses** incurred to recover **Uninsured Losses** after an event which causes:

1. damage to the **Insured Vehicle** or to any property belonging to an **Insured Person**, and any passenger or driver, who is in or on the vehicle; and/or
2. death or bodily injury to an **Insured Person**, and any passenger or driver, whilst travelling in or on the **Insured Vehicle**.

**We** will not pay for:

- (a) Any claim which causes the death of, or bodily injury to, any passenger (other than directors, partners, managers and other employees of the **Business**) in an **Insured Vehicle** with more than 17 seats.
- (b) The **Insured Vehicle** being used by anyone who does not have valid motor insurance.
- (c) Any claim relating to a contract made between the **Insured Person** and the third party

## Conditions

The following **Conditions** apply to this Section in addition to the **General Conditions and Claims Conditions** at the front of this policy.

## Arbitration

If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure and **You** are a small business, **You** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If **Your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available.

The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **You** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **You** and **Us** or may be paid by either **You** or **Us**.

## Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.

# Section 12: Commercial Legal Expenses

*continued*

(b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

## Canceling an Appointed Representatives Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

## Cancellation

**You** may cancel this Section within 14 days of its inception without any premium charge provided that there have been no claims. If a claim has been reported, no refund of premium will be granted. Thereafter **You** may cancel this Section at any time and **You** will be entitled to a return premium for the exact number of days left on the policy provided that there have been no claims reported. If a claim has been reported no return premium will be granted. If **You** cancel the Legal Expenses Insurance Section **You** must contact **Your** broker.

**We** may cancel this Section at any time provided that **We** give **You** 14 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any claim under the Legal Expenses Insurance Section.

Where **We** cancel this Section **We** will provide a return premium for the exact number of days left on the policy provided that there have been no claims reported. If **We** cancel this Section **We** will write to **You** at **Your** address shown in **Our** records.

## Expert Opinion

**We** may require **You** to get, at **Your** own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

## Fraudulent Claims

**We** will, at **Our** discretion, void this Section (make it invalid) from the date of claim, or alleged claim, and/or **We** will not pay the claim if:

(a) a claim the **Insured Person** has made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or

(b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **Our** fraud prevention measures **We** will, at **Our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

## Keeping to the Section Terms

An **Insured Person** must:

(a) keep to the terms and conditions of this Section

(b) take reasonable steps to avoid and prevent claims

(c) take reasonable steps to avoid incurring unnecessary costs

(d) send everything **We** ask for in writing, and

(e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

## Offers to Settle a Claim

(a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** written consent

(b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**

(c) **We** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for their benefit, any claim for compensation against any other person and an **Insured Person** must give **Us** all the information and help **We** need to do so.

## Other Insurances

If any claim covered under this Section is also covered by another policy, or would have been covered if this insurance did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## Your Representation

(a) On receiving a claim, if representation is necessary, **We** will appoint a **Preferred Law Firm** or **Tax Consultancy** as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court



# Section 12: Commercial Legal Expenses

*continued*

- (b) If the appointed **Preferred Law Firm** or **Tax Consultancy** cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award
- (c) If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm** or **Tax Consultancy**, **We** will give **You** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or **Tax Consultancy**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time
- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

## Your Responsibilities

An **Insured Person** must:

- (a) co-operate fully with **Us** and the **Appointed Representative**;
- (b) give the **Appointed Representative** any instructions that **We** ask **You** to.

## Withdrawing Cover

- (a) If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses We** have paid.
- (b) If during the course of a claim **Reasonable Prospects** no longer exist the cover **We** provide will end at once. **We** will pay any **Costs and Expenses** and compensation awards, **We** have agreed to, up to the date cover was withdrawn.

## Exclusions

The following **Exclusions** apply to this Section in addition to the **General Exclusions** at the front of this policy.

**We** will not pay for the following:

1. Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.
2. **Costs and Expenses** incurred before **Our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents Employment Disputes and Compensation Awards and Legal Defence.
4. Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any insured incident deliberately or intentionally caused by an **Insured Person**.
7. Any claim relating to rights under a franchise or agency agreement entered into by **You**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Section Condition – Arbitration.
9. Any claim relating to a shareholding or partnership share in the **Business** shown in the **Schedule**.
10. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of, or during the course of a claim, **You**:
  - (a) are declared bankrupt
  - (b) have filed a bankruptcy petition
  - (c) have filed a winding-up petition
  - (d) have made an arrangement with **Your** creditors
  - (e) have entered into a deed of arrangement
  - (f) are in liquidation
  - (g) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.
13. Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.
14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

# Section 12: Commercial Legal Expenses

*continued*

## Important Information

### Registration and Regulatory Information

This Section is underwritten by DAS Legal Expenses Insurance Company Limited who are registered in England and Wales, No. 103274. Website: [www.das.co.uk](http://www.das.co.uk)

Head and Registered Office:

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

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202106

**You** can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**.

### How to Make a Complaint

**We** always aim to give **You** a high quality service. If **You** think **We** have let **You** down, **You** should contact **Us**:

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH

Telephone: **0344 893 9013**

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Online form: [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Details of **Our** internal complaint-handling procedures are available on request.

### Financial Ombudsman Service

If **You** are not happy with the complaint outcome or if **We**'ve been unable to respond to **Your** complaint within 8 weeks, **You** can, provided **You** are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of **Your** complaint.

**You** can contact them by:

Phone: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

In writing: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Using this service does not affect **Your** right to take legal action.

The Financial Ombudsman's role is to assess **Our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **You** are unhappy with the service provided by an **Appointed Representative** the relevant complaint-handling procedure is available on request.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **We** cannot meet **Our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection

To comply with data protection regulations **We** are committed to processing the **Insured Person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

**We** may collect personal details, including the **Insured Person's** name, address and, on occasion their medical records. This is for the purpose of managing the **Insured Person's** products and services, and this may include underwriting, claims handling and providing legal advice.

### Who We Are

**DAS** is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **Insured Person's** personal data by **Us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office.

### How We Will Use Your Information

**We** may need to send the **Insured Person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **Insured Person** to ask for their feedback, or members of the DAS UK Group. If the **Insured Person's** policy includes legal advice **We** may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

# Section 12: Commercial Legal Expenses

Commercial Legal Expenses  
0330 024 2364

*continued*

**We** will not disclose the **Insured Person's** personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **We** may use and share the **Insured Person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **Us**. A copy is also accessible and can be downloaded via **Our** website.

## **Got a Question?**

If the **Insured Person** has any questions or comments about how **We** store, use or protect their information, or if the **Insured Person** wishes to request to see the information held about them, they can do this by calling, [0330 024 2364](tel:03300242364), by writing to the Data Protection Officer at **Our** Head Office address or by visiting [www.das.co.uk](http://www.das.co.uk)

**Covéa Insurance**

Norman Place

Reading

RG1 8DA

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Fax: 0118 955 2211

[www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Covea Insurance plc

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Registered in England and Wales No. 613259

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Financial Conduct Authority and the Prudential Regulation Authority No. 202277

